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July 23, 1982

gTH425

# Major Construction Projects Administration MANUAL 242.4

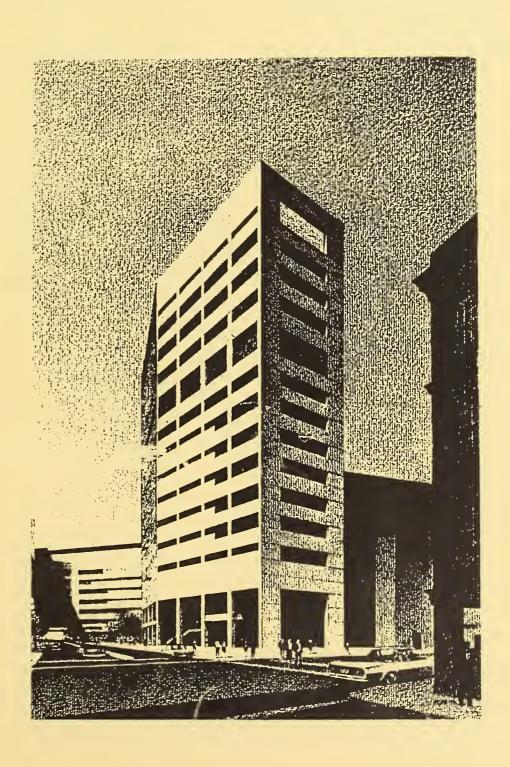


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### MANUAL

242.4

ORIGINATING OFFICE:

Administrative Services Division Facilities Engineering and Management Branch

DISTRIBUTION:

Headquarters, Regions, Areas/Centers, and Locations (Limited Distribution)

SUBJECT:

Major Construction Projects Administration

#### A REFERENCE

For objectives and policy on the Administration of S&E Major Construction Projects, see DIRECTIVE 242.4.

#### B SUMMARY

This MANUAL provides a sequential flow of activities, procedures, responsibilities; and roles necessary for administering a Major Construction Project. It sets guidelines by which the planning, design, and construction phases of a project can be successfully developed, coordinated, and accomplished. All S&E employees participating in the administration of construction projects are responsible for utilizing the contents of this MANUAL in carrying out their responsibilities in the construction process. This MANUAL supercedes all previously issued procedures, forms, and responsibilities related to the administration of Major Construction Projects.



CATALOGING = FILE

### **ABBREVIATIONS**

### Construction Projects Administration

### Position Titles:

A/E Architect/Engineer

Adm. Administrator

CO Contracting Officer\*

COR Contracting Officer's Representative\*

CSF Construction Supervision Firm\*

EPM Engineering Project Manager\*

PM Program Manager\*

PPM Program Project Manager\*

RA Regional Administrator

RAO Regional Administrative Officer

### Organization Titles:

AM Administrative Management

ASD Administrative Services Division

ARS Agricultural Research Service

BD Budget Division

B&F Budget and Finance Office

FEMB Facilities Engineering and Management Branch

FMD Financial Management Division

LS Legislative Staff

NPS/PPAG National Program Staff/Program Planning

and Analysis Group

OMB Office of Management and Budget

S&E Science and Education

 $\star See$  Glossary of Terms starting on page 58 for definition.

### INTRODUCTION

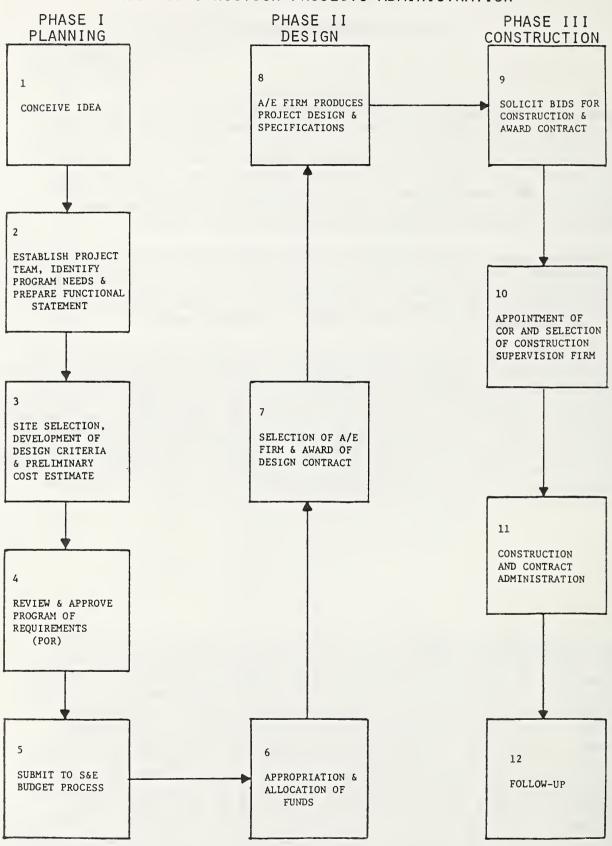
The purpose of this Manual is to provide S&E employees with a clearly defined process for the administration of major construction projects.\* The Manual is prepared in outline form with flow charts and is intended to focus on the interactions and relationships of key participants in the process as opposed to an in-depth description of how each participant carries out his or her responsibilities. Descriptions of how various individuals carry out their roles are available in separate Manuals and Directives which have been referenced at appropriate points in this Manual or will follow.

The following pages outline a sequential flow of activities, procedures, roles, responsibilities, and interactions that are crucial to the effective administration of facility construction in S&E. These guidelines provide you with the mechanisms by which the planning, design, and construction phases of a project can be successfully developed, coordinated, and accomplished.

It is essential that an S&E employee participating in Construction Projects Administration has a complete understanding and working knowledge of the entire process. Furthermore, each of you needs to be aware of the impact that your function has on others in the system as well as how others impact your function. The complex nature of major construction requires an integrated and cooperative effort on the part of every participant in the system including appropriate managers whose support to their staff's efforts significantly impacts the overall process and success of the project. The contents of this Manual will provide key participants the tools and knowledge necessary to accomplish this goal.

\*Major Construction is defined as: A Construction Project to provide new space and/or facilities that will function together to produce the capabilities required to fulfill mission need. The elements that make up a project may include: special purpose space, general purpose space, mechanical systems, electrical distribution systems, fixed scientific equipment, special site preparation, and support facilities such as access roads, parking space, equipment storage sheds, fencing, etc. Such projects are directed at and critical to fulfilling an Agency mission, entail the allocation of \$1 million or more, and warrant special management attention. Modified criteria and related dollar thresholds for the determination of Agency construction to be considered as Major Construction under the purview of this Manual may be established at the discretion of the Director, S&E. In addition, the Director or his designee may determine to apply the procedures of this Manual to specific repair and maintenance and other small construction projects when appropriate.

### MAJOR CONSTRUCTION PROJECTS ADMINISTRATION



#### CONSTRUCTION PROJECTS ADMINISTRATION: ROLES AND RELATIONSHIPS

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PM	OR	GR	GR	GR/ A		GR	z		z	z	z	z
Activity (Step)	Conceive Idea	Estab. Proj. Team, Identify Program Needs & Prepare Functional Statement	Site Selection, Development of Design Criteria & Prelim. Cost Est.	Review and Approve Program of Requirements (POR)	Submit to S&E Budget Process	Appropriation & Allocation of Funds	Selection of A/E Firm and Award of Design Contract	A/E Firm Produces Project Design and Specifications	Solicit Bids for Construction and Award Contract*	COR Appointed and Construction Supervision Firm Selected	Construction and Contract Administration	Follow-up
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GR - General	tion of	operati

Operating Responsibility - The individual is directly re-1 8

Specific Responsibility - The individual is responsible for executing a specific or limited portion of the 1 SR

sponsible for the execution of the function.

his area, must be called upon before any decision is made or approval is granted to render advice or related information, but not to make the decision or grant approval. Must be Consulted - The individual, if the decision affects ı Ol

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Must be Notified - The individual must be notified of action that has been taken.

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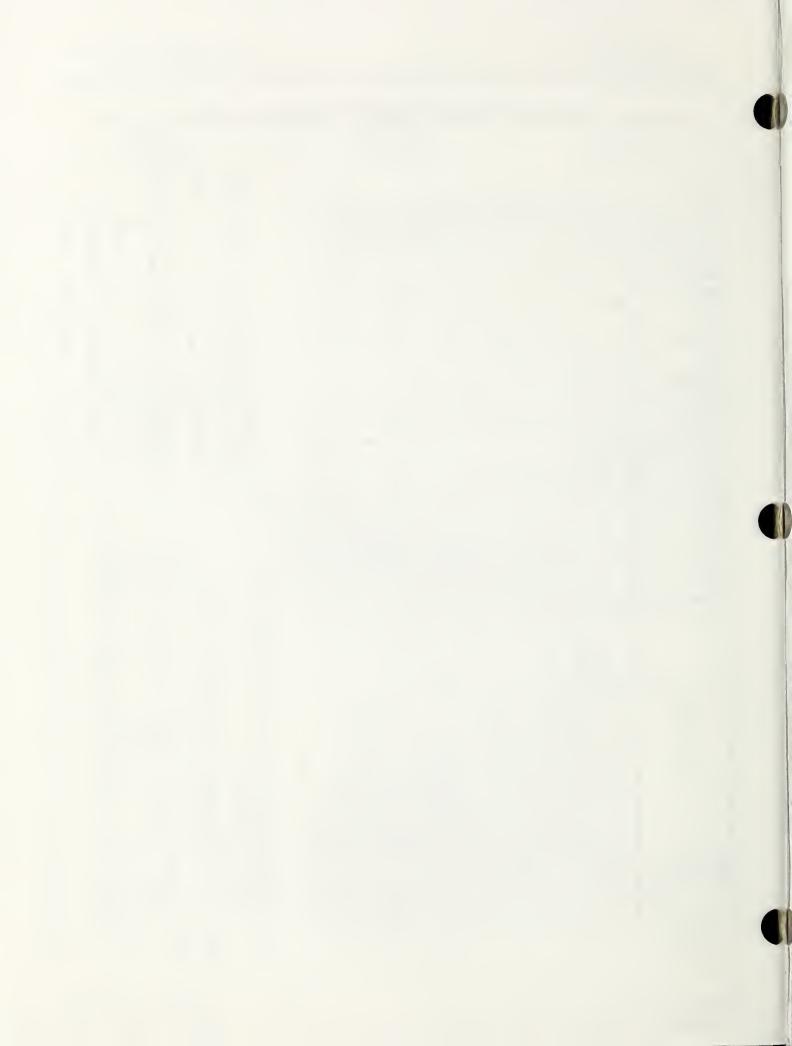
holding general and operating responsibility, must Must Approve - The individual, other than persons approve or disapprove. ۷١

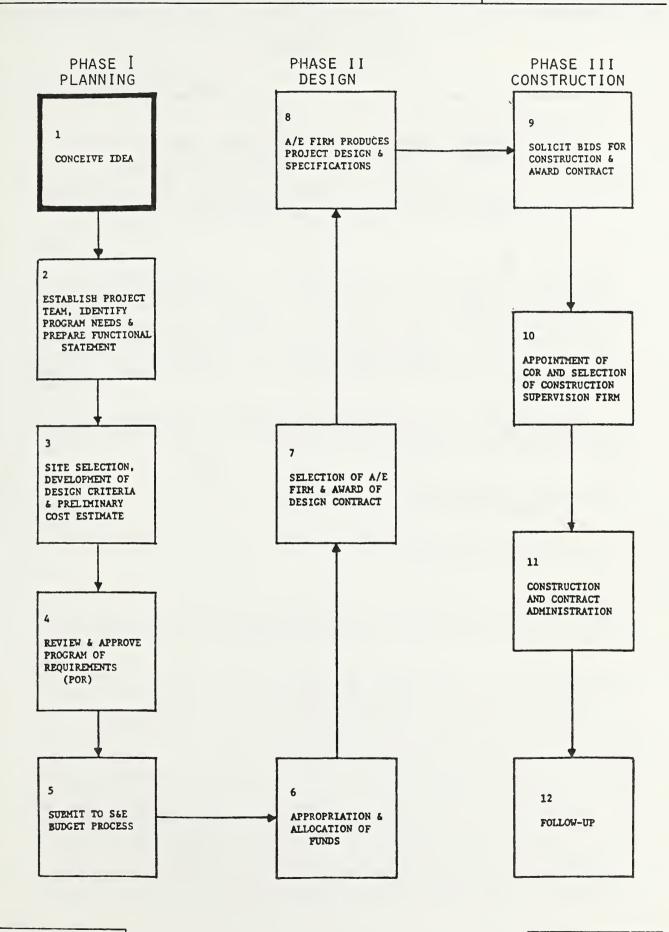
Step requires high level of work and effort. 피 Step requires medium level of work and effort.

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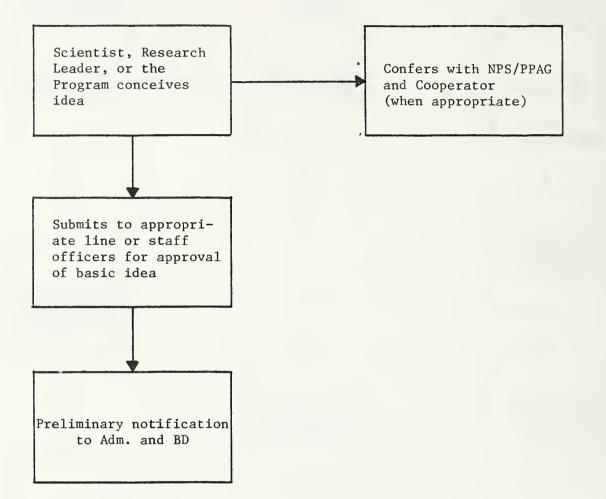
- Step requires low level of work and effort.

\*In cases where planning and construction are funded separately, Steps 5 and 6 are repeated prior to Step 9.





## PHASE I - STEP 1



### STEP 1 - CONCEIVE IDEA

### Roles, Responsibilities, and Interactions

- o Field and Headquarters employees knowing of any expressed interest in new laboratories or facilities and expansion of existing facilities through discussions with interested groups, inform the Agency Administrator; Director, Science and Education; Budget Division; and Administrative Services Division.
- The Program Manager (PM) is designated by the Director, S&E, and usually is a Regional Administrator, but could be other Program officials (such as an Area Director). The PM is the individual who delegates the operating authorities and responsibilities for the construction project's administrative process and has final authority for decisions on many facets of the project. It is essential that the PM assure that the proposed and completed facility satisfies S&E's criteria for a usable facility\* for conducting research.
- o The PM is responsible for informing the Administrator, ARS and Budget Division, in writing, of the proposed idea and approval to further develop the idea.

\*Usable Facility - The facility must have sufficient usable space to permit the Agency to conduct the research program defined in the functional statement.

The completed facility should include the construction of all the necessary buildings and other structures needed to support the research planned. Laboratories, offices, and other buildings and structures must contain, as part of the design and construction plans, the installation of all the necessary utilities, such as heat, light, power, ventilation, and air-conditioning and be operable. The rooms in such structures must contain all the necessary built-in equipment, cabinets, benches, and other items permanently attached to the building and capitalized as part of the building or structure, except for those items that must be specifically identified by the researchers who will subsequently occupy the space. Special purpose and utility rooms must contain all the necessary safety devices, utility systems, and other fixed equipment necessary for the facility's satisfactory operation. Support structures and buildings, such as greenhouses, headhouses, repair shops, animal facilities, and storage facilities must be completed to the extent

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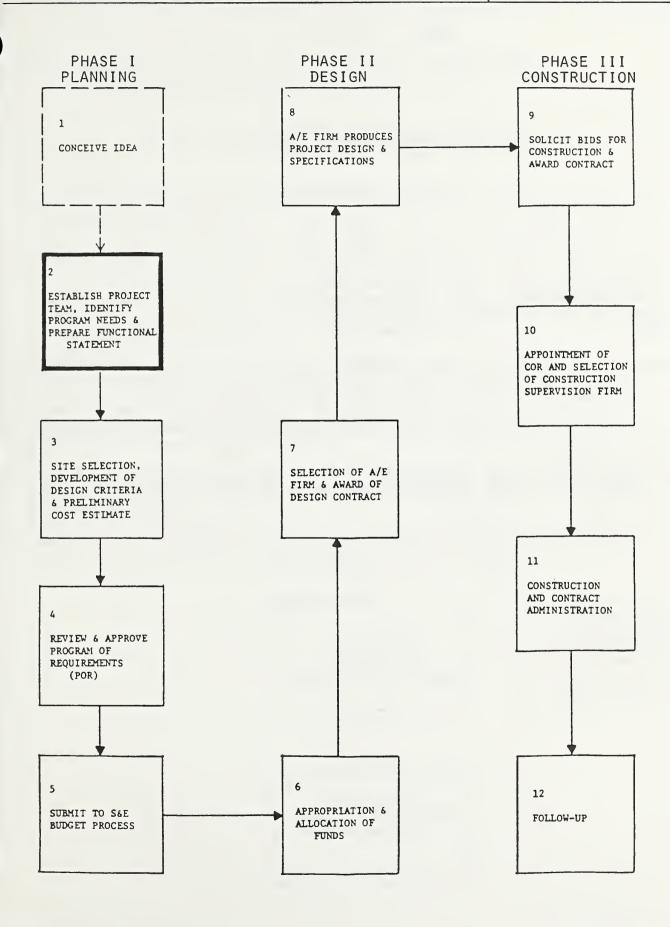
that all known requirements during the planning stages would be included, such as heating, air-conditioning, ventilation, provision for appropriate water, gas and other utility hookups, with the necessary sidewalks, roads, and landscaping.

INHERENT TO THIS DEFINITION IS THE UNDERSTANDING THAT IF APPROPRIATED FUNDING IS INADEQUATE TO PROVIDE A USABLE FACILITY IN KEEPING WITH THE ORIGINAL FUNCTIONAL STATEMENT, THE FUNCTIONAL STATEMENT WILL BE REVISED TO BE COMPATIBLE WITH THE FUNDS ALLOTTED OR A SUPPLEMENTAL APPROPRIATION WILL BE OBTAINED BEFORE A CONTRACT IS SIGNED.

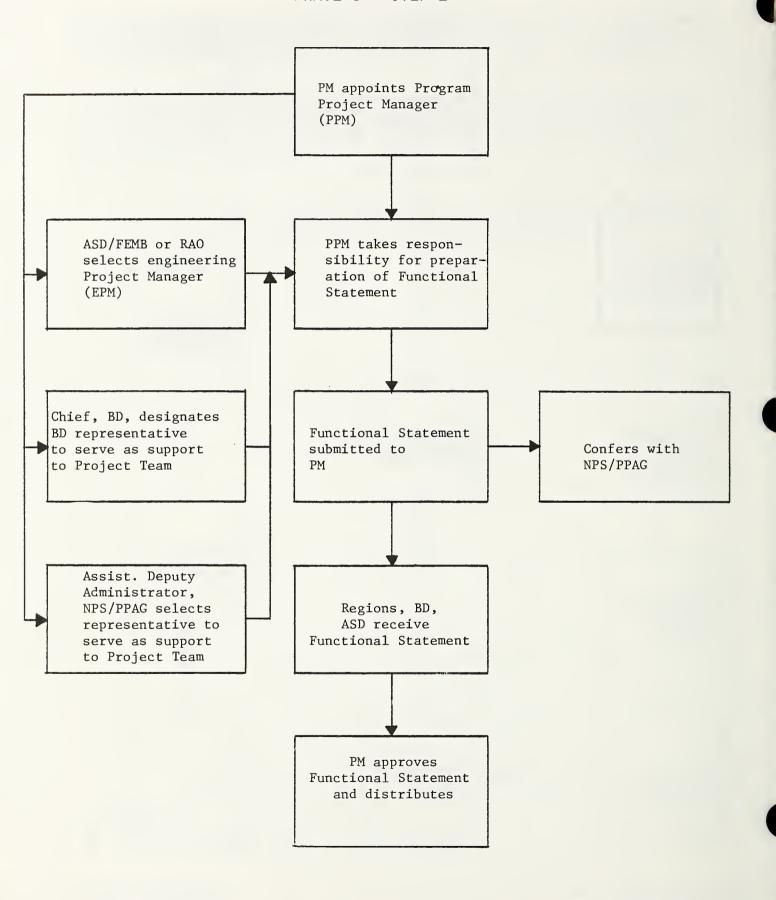
NOTE: When the Project Team describes the research program to be conducted and identifies major equipment items essential to mission accomplishment, such information will be included in the Program of Requirements (POR - See Exhibit 1) and used in developing budget estimates.

Cross-Reference

OMB Circular No. A-109 - Major System Acquisitions



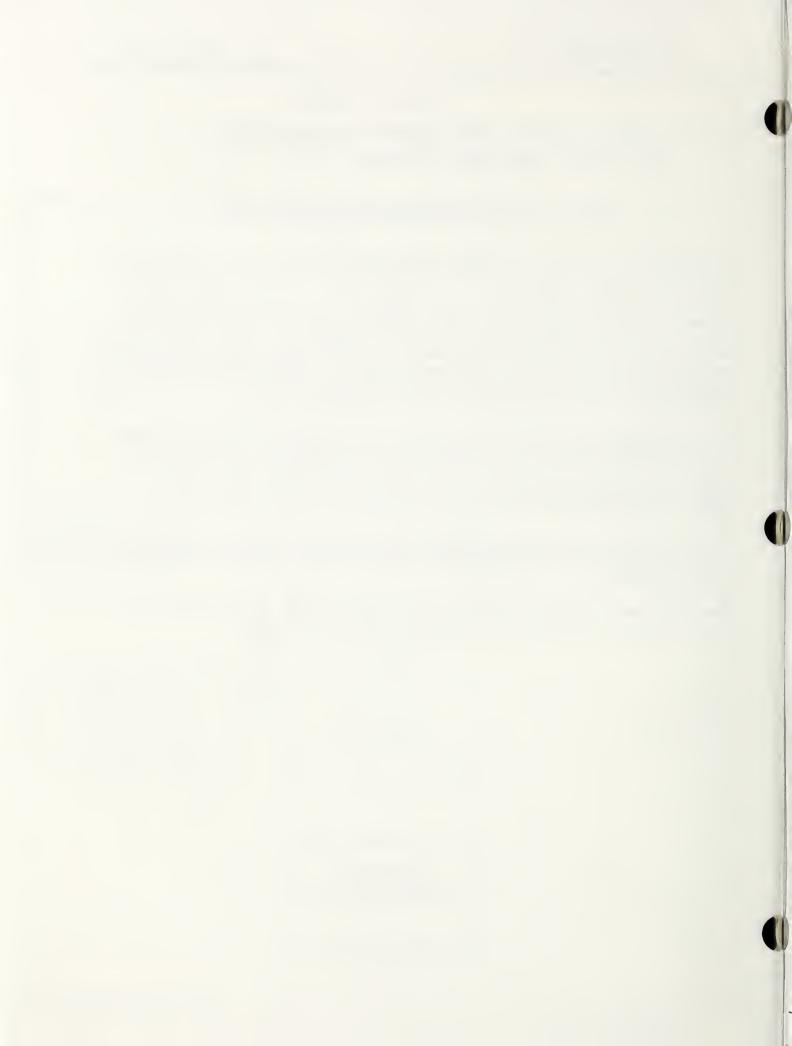
### PHASE I - STEP 2

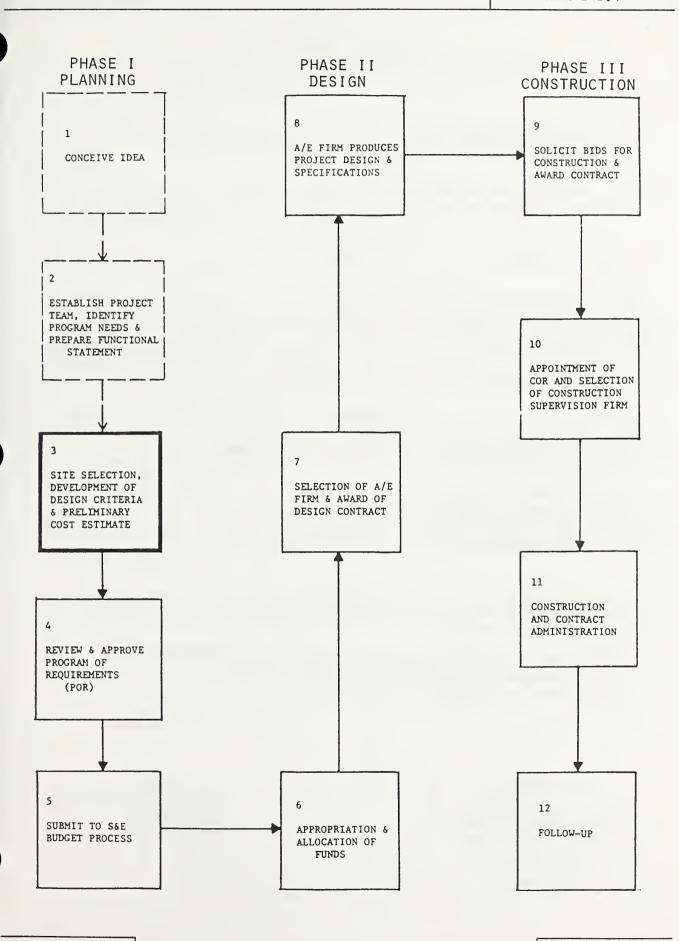


## STEP 2 - ESTABLISH PROJECT TEAM, IDENTIFY PROGRAM NEEDS, AND PREPARE FUNCTIONAL STATEMENT

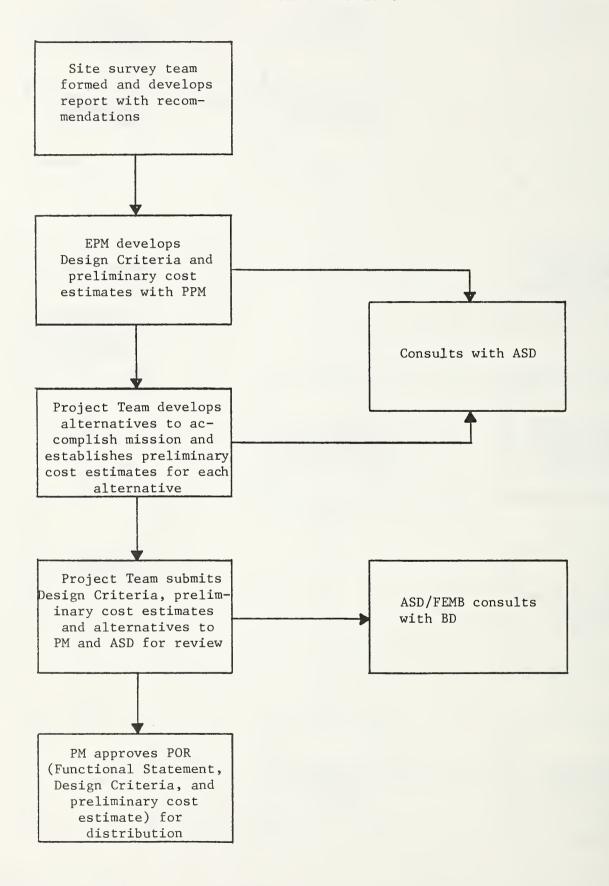
### ROLES, RESPONSIBILITIES, AND INTERACTIONS

- The PM requests participating organizational staffs to designate representative team members and/or support staff. At this point in the construction process the Project Team is comprised of the Program Project Manager (PPM), appointed by the PM and the Engineering Project Manager (EPM), a qualified Architect or Engineer appointed by the Chief, ASD's Facilities Engineering and Management Branch, or Regional Administrative Officer, as appropriate, with PM concurrence. Representatives from the Budget Division and the National Program Staff's Program Planning and Analysis Group are selected to provide support to the Project Team as well as insure necessary input/involvement of their organizational units from the beginning of a proposed project.
- The PM assigns to the PPM the responsibility for coordinating the development of the identification of the program needs and preparation of the Functional Statement. With the assistance of the EPM, the PPM needs to draw upon appropriate subject matter specialists, National Program Staff, line officers, Administrative Services Division, and cooperators in order to develop the Functional Statement.
- The Functional Statement is submitted to the PM where a review process with input from the National Program Staff's Program Planning and Analysis Group takes place.
- o The PM approves Functional Statement and forwards copies to the appropriate Region, Budget Division, and Administrative Services Division.





## PHASE I - STEP 3



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## STEP 3 - SITE SELECTION, DEVELOPMENT OF DESIGN CRITERIA, AND BUDGET ESTIMATE

### ROLES, RESPONSIBILITIES, AND INTERACTIONS

- o The  $\underline{PM}$  designates a Site Survey Team if site selection is required. The team includes PPM, EPM, as well as appropriate Program, engineering, and/or cooperator representatives.
- o The PPM, assisted by the EPM, is responsible for coordinating and developing the Site Survey Report.
- o The EPM is responsible for coordinating the development of technical design criteria from the Functional Statement and the preparation of the preliminary total project cost estimate. (See Exhibit 1.) The EPM needs to consult with Real Property and Safety and Health, ASD, or Regional Administrative Officer (RAO) during this effort. The PPM assists the EPM by coordinating the Program perspective through the input of appropriate subject matter specialists.
- o The <u>PPM</u>, assisted by the EPM, is responsible for coordinating the development of alternatives to accomplish the mission goals and for establishing cost estimates for each alternative. The EPM needs to consult with the Administrative Services Division during this effort and advise the Regional Administrative Officer as appropriate.
- o The <u>Project Team</u> submits the POR (Functional Statement, Design Criteria, and preliminary cost estimate) and alternatives to the PM and the Administrative Services Division for review and consultation with the Administrator and the Regional Administrator.
- The  $\underline{PM}$  and the Administrative Services Division review and comment on the POR and  $\overline{alternatives}$ . ASD's Facilities Engineering and Management Branch consults with the Budget Division.

If the PM or the Administrative Services Division indicates a need to review the scope of the Functional Statement, Design Criteria, or alternatives, the <a href="PPM/EPM">PPM/EPM</a> are required to return to Step 2.

2

ESTABLISH PROJECT
TEAM, IDENTIFY
PROGRAM NEEDS 6
PREPARE FUNCTIONAL
STATEMENT

STATEMENT

3

SITE SELECTION,
DEVELOPMENT OF
DESIGN CRITERIA
6 PRELIMINARY
COST ESTIMATE

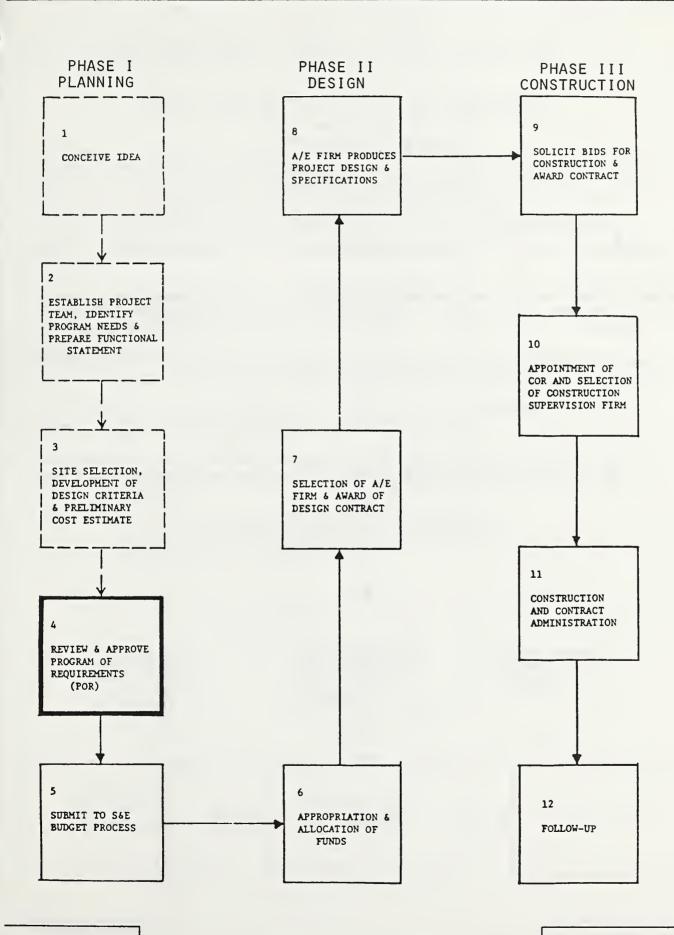
### Cross-References

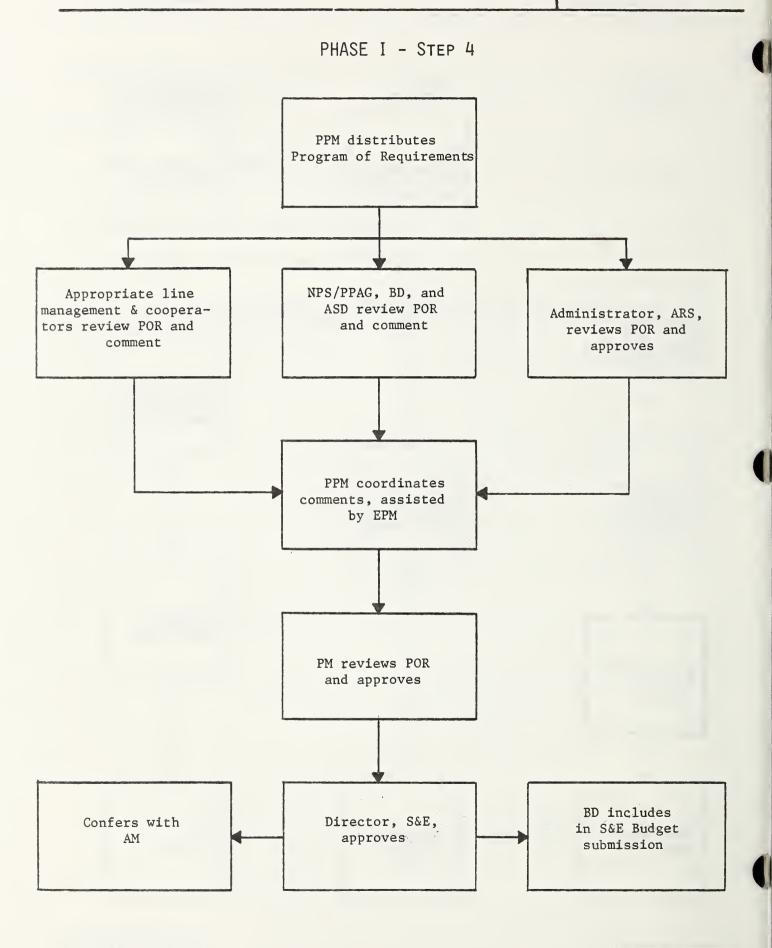
### S&E Directives on:

- Real Property Control
- Pollution Abatement at ARS Facilities
- Energy Management (DIRECTIVE 134.2)
- Acquisition of Real Property (AM 241.1)

GAO Report on Why Actual Costs of Military Construction Projects Vary From Their Estimates (LCD-81-17, January 14, 1981)

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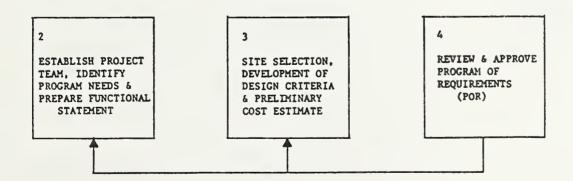


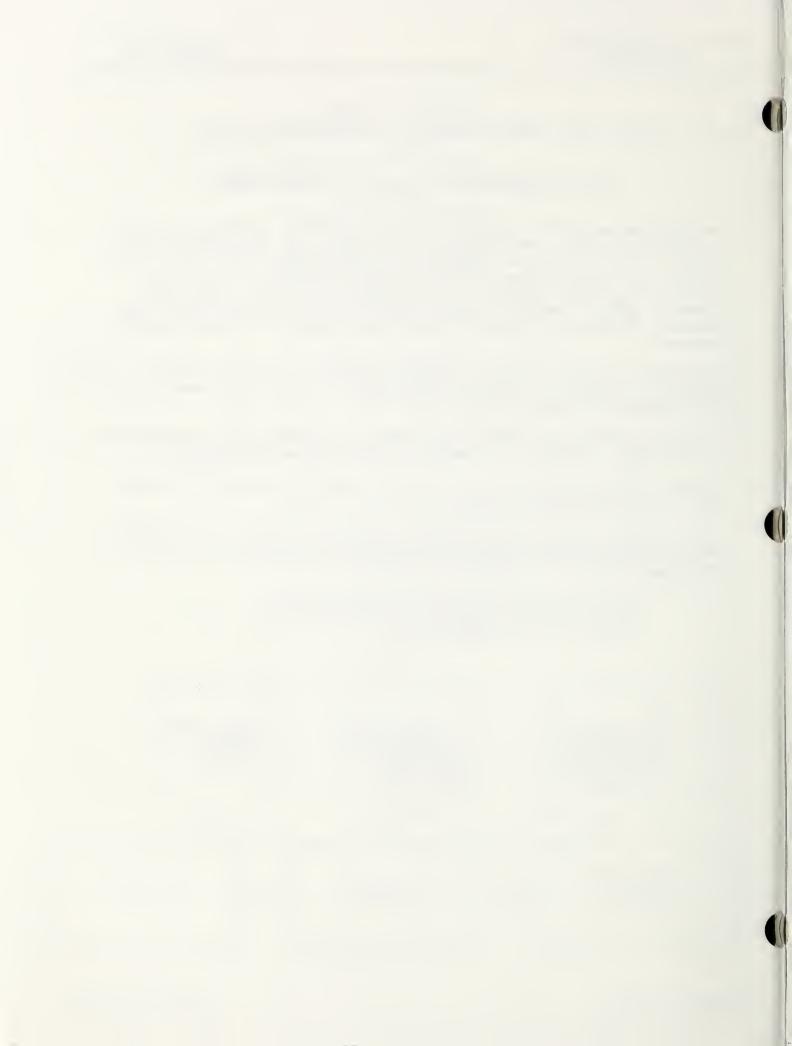
## STEP 4 - REVIEW AND APPROVE PROGRAM OF REQUIREMENTS (POR)

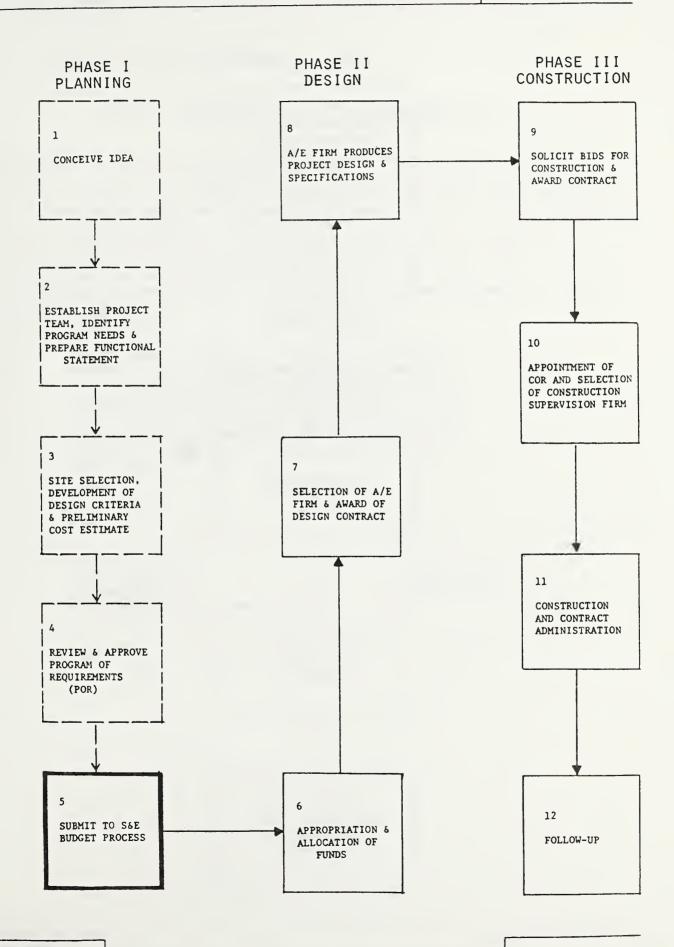
## ROLES, RESPONSIBILITIES, AND INTERACTIONS

- o The EPM provides the PPM with the appropriate number of copies of the Program of Requirements (POR see Exhibit 1) for distribution. The PPM distributes the POR to the PM, Regional Administrator, S&E Management Staff, NPS' Program Planning and Analysis Group, Administrator, ARS, appropriate cooperators, Area Director, Center Director, Budget Division, and ASD for review and comments. Since it serves as the basis for the justification statement prepared for Congress, the Budget Division (BD) reviews the POR for clarity and adequacy.
- o With the assistance of the EPM, the <u>PPM</u> compiles the comments and drafts instructions regarding the scope of the program, funding limitations, functional requirements, design criteria, etc.
- o The EPM, assisted by the PPM, is responsible for redrafting the final POR and, as appropriate, reflects the comments received from the review process.
- o The PPM submits the final POR to the PM for review and approval for submission into the S&E budget process.
- The PM submits the final POR through the Administrator, ARS, to the Director, S&E, for review and approval and for submission to the S&E budget process by the Budget Division.

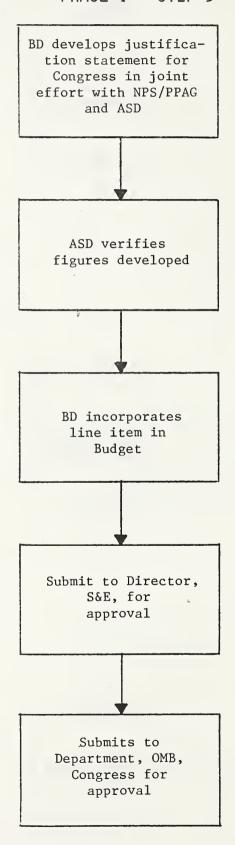
If the PM indicates a need to revise the POR or alternatives, the  $\underline{PPM/EPM}$  are required to return to Step 2 or 3, as appropriate.







## PHASE I - STEP 5



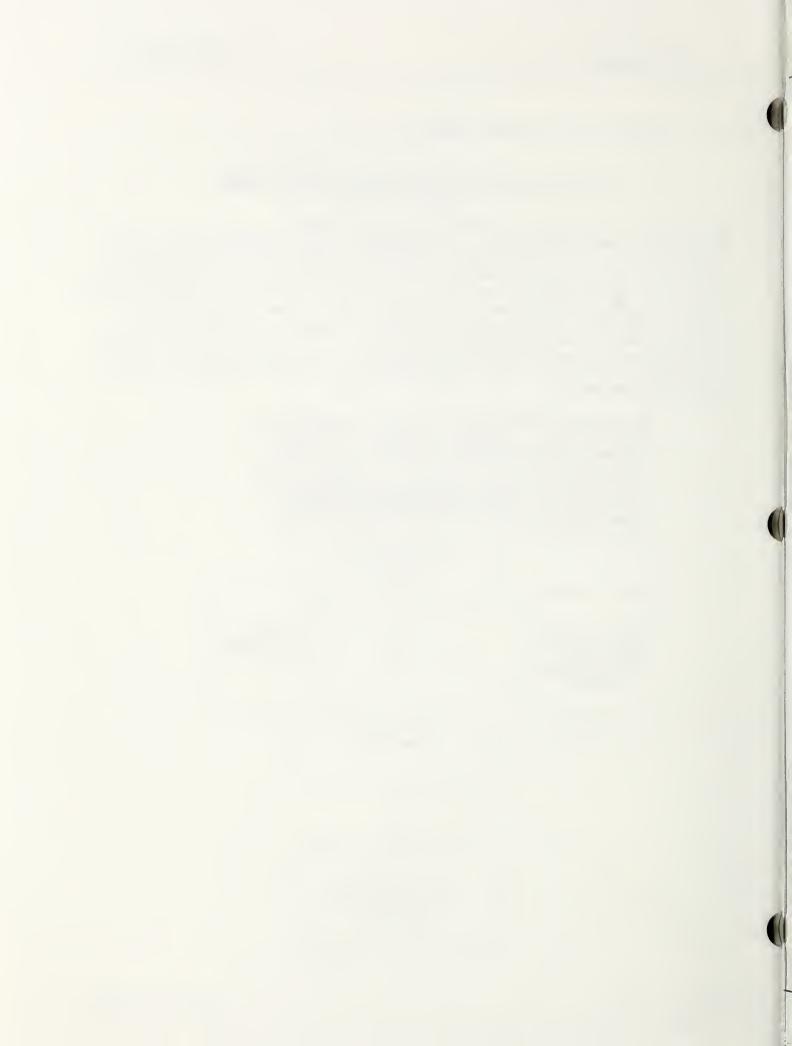
### STEP 5 - SUBMIT TO S&E BUDGET PROCESS

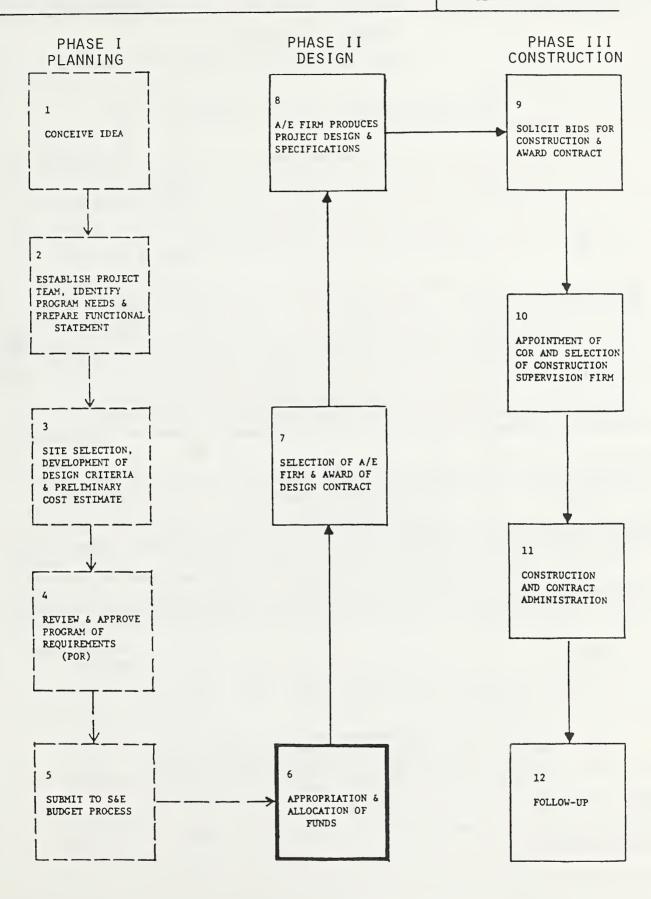
### ROLES, RESPONSIBILITIES, AND INTERACTIONS

o <u>BD</u> develops a justification statement based on the POR for Congress with the assistance of the Project Team, National Program Staff, Administrative Services Division or Region, as appropriate, and serves as liaison with S&E management and/or Congress by answering information requests presented by the Congressional process. The <u>PPM</u> and <u>EPM</u> are responsible for interacting with the Budget Division, National Program Staff/Program Planning and Analysis Group, Administrative Services Division, or Region, as appropriate, throughout the budget process to provide supportive and explanatory information. In the event that the initial S&E budget process results in the appropriation of planning funds only, Steps 5 and 6 must be initiated again between Steps 7 and 9 to accomplish a construction funds appropriation.

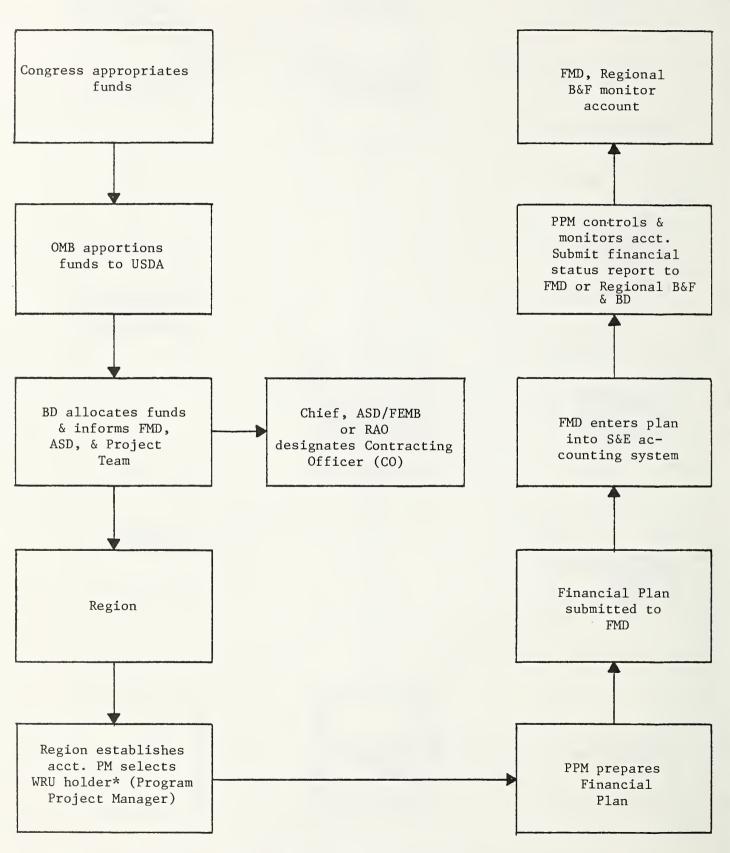
In the event that there are funding limitations or program changes, the <u>PPM</u> and <u>EPM</u> are responsible for revising the POR to be consistent with the available funding and the program changes if this would produce a usable facility. Otherwise, the Budget Division should seek additional funds to insure the criterion of a usable facility. (Go back to Step 2.)







### PHASE II - STEP 6



\*See Glossary of Terms starting on page 58 for definition.

### STEP 6 - APPROPRIATION AND ALLOCATION OF FUNDS

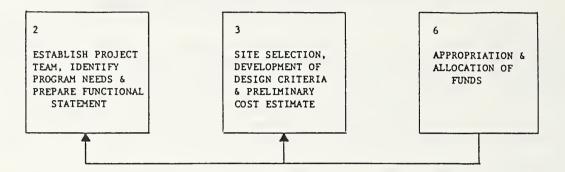
### ROLES, RESPONSIBILITIES, AND INTERACTIONS

- The <u>Budget Division</u> notifies the Administrative Services Division and Region, when appropriate, in writing of authorized projects. Chief of ASD's Facilities Engineering and Management Branch or the Regional Administrative Officer designates the Contracting Officer (CO) to serve as a member of the Project Team. The CO is responsible for carrying out the functions, authorities, responsibilities, and limitations of his/her job as related to project contract administration and consistent with the S&E procurement process.
- The PM designates the WRU holder for the project's planning and/or construction funds. Usually, the PPM would serve as the WRU holder. The PPM is accountable for the utilization of these funds and is responsible for preparing the Financial Plan (see Exhibit 2) for submission to the Financial Management Division. The line of financial accountability runs through the Regional Administrator to the WRU holder. Therefore, the PPM acts as Agent of the RA in committing funds. The Regional Budget and Finance Office, in a staff role for the Regional Administrator, has the responsibility for obtaining all data necessary for controlling funds within amounts and for purposes appropriated, anticipating need for reprogramming funds and using reprogrammed funds for purposes authorized. (See Exhibit 10).
- o <u>BD</u> and the <u>Project Team</u> are responsible for reviewing the POR for its consistency with Congressional intent and allocated funds.
- o <u>BD</u> allocates the project funds to the Regional Administrator, and informs the PM, Regional Budget and Finance Office, Financial Management Division, Administrative Services Division, and Project Team, in writing, of the allocation and provides appropriate S&E personnel with an interpretation of Congressional intent as conveyed by the Appropriations Act, Congressional Directives, testimony, Committee reports, and general provisions. The allocation will include references, such as Appropriation Acts, Congressional directives, reports, general provisions, and POR.

NOTE: In the event that initial S&E budget process results in the appropriation of planning funds only, Steps 5 and 6 must be initiated again between Steps 7 and 9 to accomplish a construction funds appropriation.

If Congressional intent cannot be accomplished or the available funding is insufficient, the <u>PPM</u> is responsible for notifying the PM. The <u>EPM</u> and <u>PPM</u> are responsible for revising the POR to be consistent with available funding and Congressional intent

by repeating the planning process, beginning at Steps 2 or 3, as appropriate.

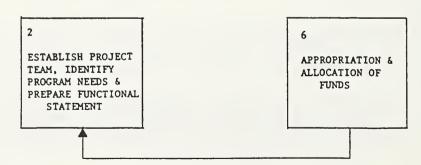


If it is determined that the mission cannot be accomplished through a revision of the POR, the  $\frac{Project\ Team}{of\ a\ decision\ to}$  notifies the Budget Division of a decision to:

- 1. request additional funds, or
- 2. request approval to reprogram funds, or
- 3. not to accept the appropriation.

 $\underline{BD}$  is responsible for promptly informing Congress of S&E's decision and for requesting an appropriate response.

If an appropriation for the planning and/or construction of a facility not requested through the normal budget process is included in S&E's approved budget, the <u>Budget Division</u> is responsible for notifying the <u>Director</u>, S&E. Based on a decision to accept the appropriation, the <u>Director</u> appoints a  $\underline{PM}$ , who directs the construction process, beginning at Step 2.

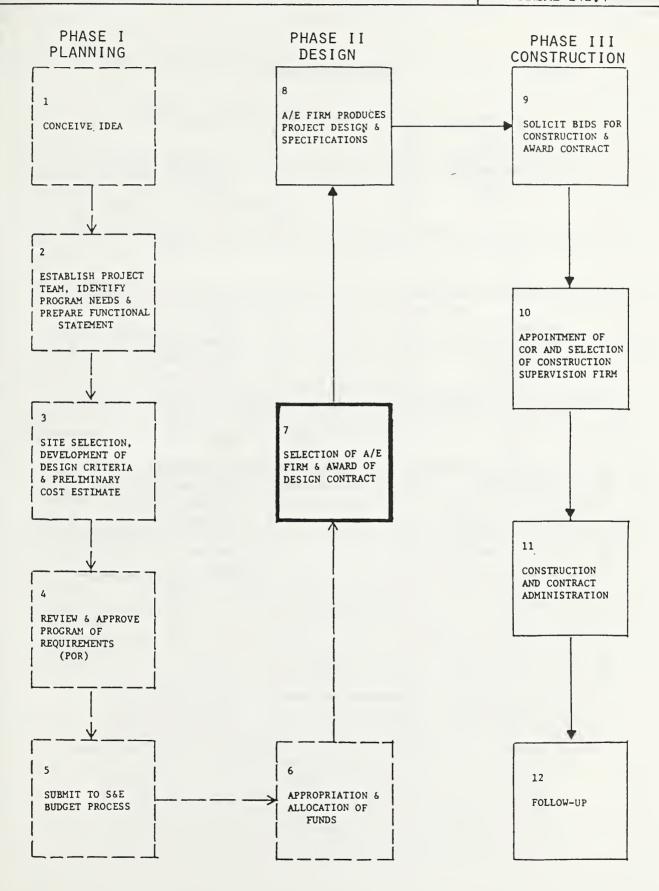


#### Cross-References

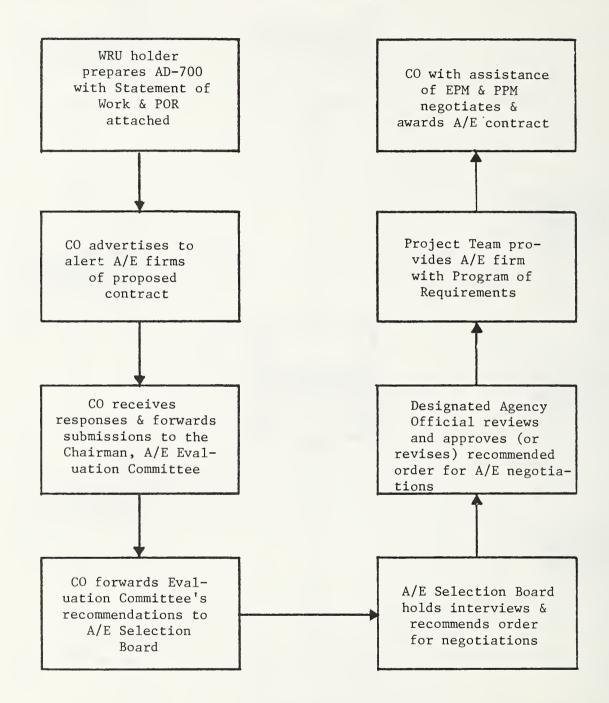
#### S&E Directives on:

- WRU, Building Block and Financial Project Codes (DIRECTIVE 314.5)
- Allotments and Allocations (AM 312.1)
- Appropriation and Fund Codes (DIRECTIVE 314.3)
- "Science and Education Administration Contracts Requisitioning Guide"
- "SEA Accounting Manual" Chapter 60 Administrative Control of Funds





## PHASE II - STEP 7



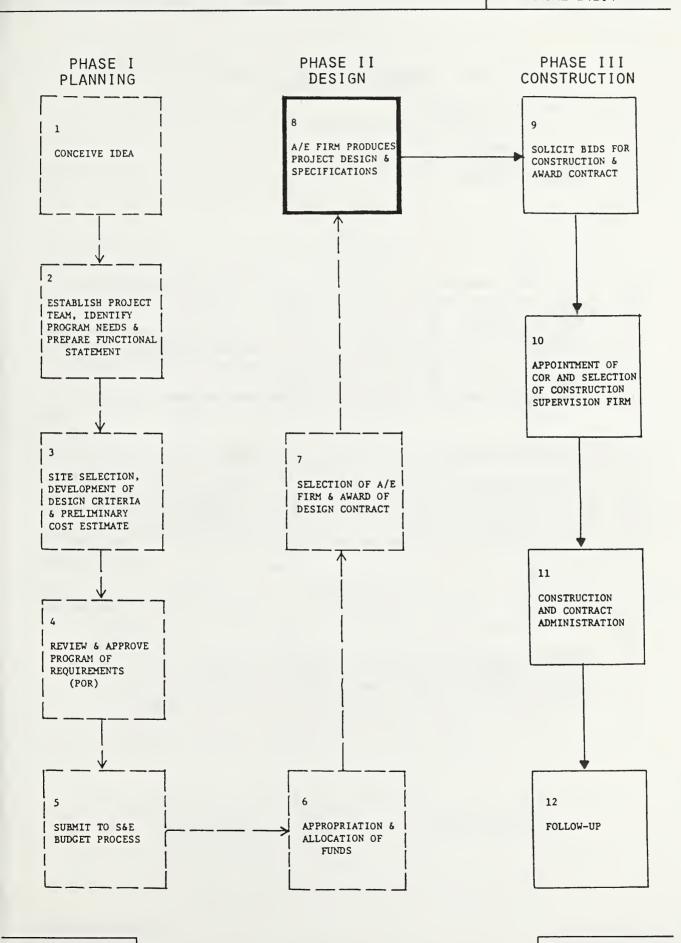
## STEP 7 - SELECTION OF A/E FIRM AND AWARD OF DESIGN CONTRACT

## ROLES, RESPONSIBILITIES, AND INTERACTIONS

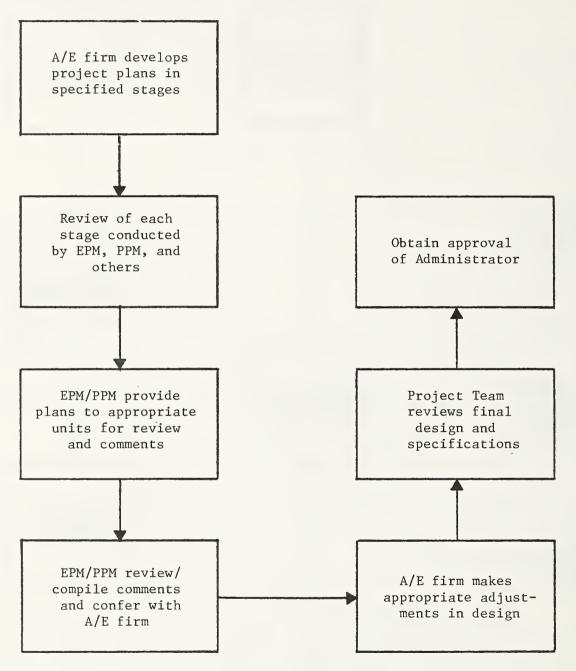
- o The <u>WRU holder</u> prepares the AD-700 (see Exhibit 3) requesting A/E design services and forwards to the CO with the Statement of Work, evaluation criteria, and POR attached.
- o The <u>CO</u> reviews the AD-700, prepares the design procurement plan (see Exhibit 4), submits it to the Project Team/PM, and advertises to alert A/E firms of the proposed contract.
- o The <u>EPM/PPM</u> serve on the A/E evaluation committee (see Exhibit 5) and screen A/E firms for design of project in accordance with the POR.
- o The <u>CO</u> submits the A/E evaluation committee's recommendations to the A/E Selection Board (see Exhibit 6).
- o The A/E Selection Board reviews the Committee's recommendations and conducts interviews accordingly. A final report will be prepared ranking all firms interviewed in order of preference for negotiations and is submitted to the designated Agency official for review.
- o The <u>Designated Agency Official</u> will review the Board's report and then notify them of his selection. If the firm selected is other than the firm which they recommend he will document his reasons why.
- o The  $\underline{\text{CO}}$  negotiates with the top-rated firms by ranked position until agreement is reached with the assistance of the EPM/PPM as required.
- The <u>CO</u> determines the successful design contractor, concurrently notifies the WRU holder, Legislative Staff, Financial Management Division, Administrative Services Division, Regional Budget and Finance Office, and awards the contract.
- o The EPM prepares a Statement of Work, develops basic evaluation criteria, and forwards both along with POR to the WRU holder.

On unusually highest complex construction projects, consideration may be given to the use of contract construction management (CM) to assist the Agency in managing the overall design and construction process. Traditionally, the CM contract should be initiated between Steps 6 and 7. The CM will act as managing agent and external coordinator for the Agency during the design and construction phases of the project (including construction supervision) as directed by the Project Team. Selection of the CM firm is similar to the selection of an A/E firm; however, final selection can be based on both technical proposal and cost.





PHASE II - STEP 8

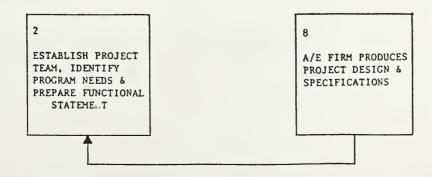


## STEP 8 - A/E FIRM PRODUCES PROJECT DESIGN AND SPECIFICATIONS

# ROLES, RESPONSIBILITIES, AND INTERACTIONS

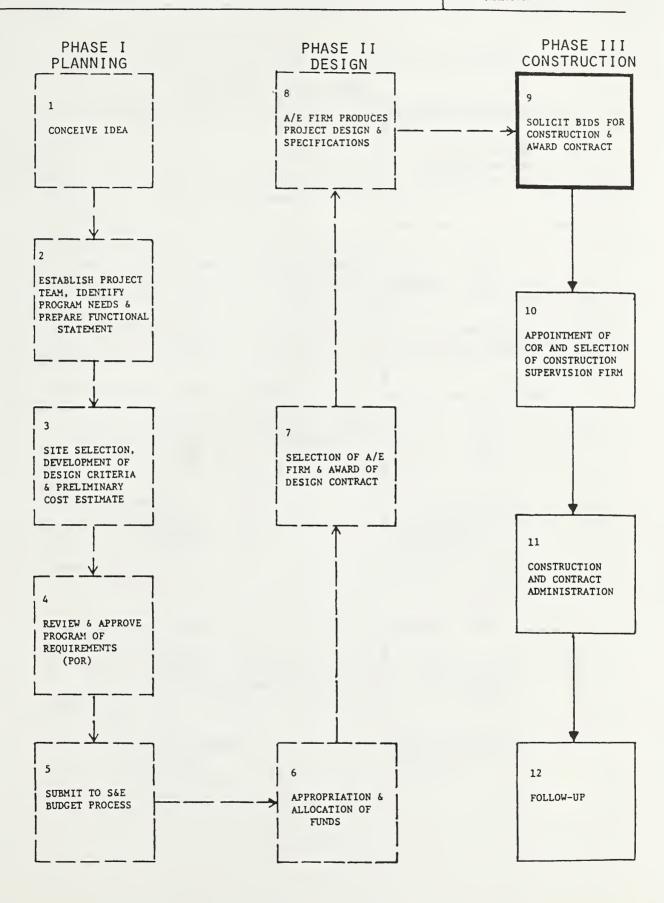
- o <u>CO</u> administers the A/E contract and provides the contractor with the POR and all other A/E contract related documents. The A/E firm is responsible for a thorough familiarization with these materials.
- o The A/E firm meets with the Project Team and together initiate dialog with Program officials to develop a block diagram of relationships between the various organizational elements to occupy the facility. If required, the A/E firm develops alternative design solutions to requirements and/or scale models. The A/E firm, as directed by the Project Team, prepares various design stages including cost estimates, Environmental Assessment (and Impact Statement, if required), Life Cycle Cost Analysis, and Energy Survey, all of which are submitted for appropriate reviews, with meetings as necessary. Environmental Assessments should be accomplished as early in the design stage as possible. The A/E is also responsible for the preparation of additive bid alternates to allow a better possibility of award if bids are greater than funds available. Such alternates must, if deleted, still provide a usable facility.
- o The PPM and EPM assure that the design and project costs are in accordance with the approved POR by coordinating subject matter and technical subject matter specialists' reviews. During the review process, they manage the interaction with the A/E firm and appropriate organizational units such as program officials, safety offices, Regional engineers, Center or Location engineers, etc. Appropriate managers need to support the efforts of any Government employee related to the project through the provision of necessary travel authority, clerical support, etc.
- o After 60% design approval, cost estimate for the project is forwarded to the CO for preparation of the construction Procurement Plan (type of contract, goals, time frames, etc.).

If the review process indicates that the design and project costs are not in accordance with the approved POR, or if there is a decision to change the scope of the project, the A/E firm revises the project design to be consistent with the POR or to reflect the authorized change in scope by reconsidering the requirements outlined in Step 2.

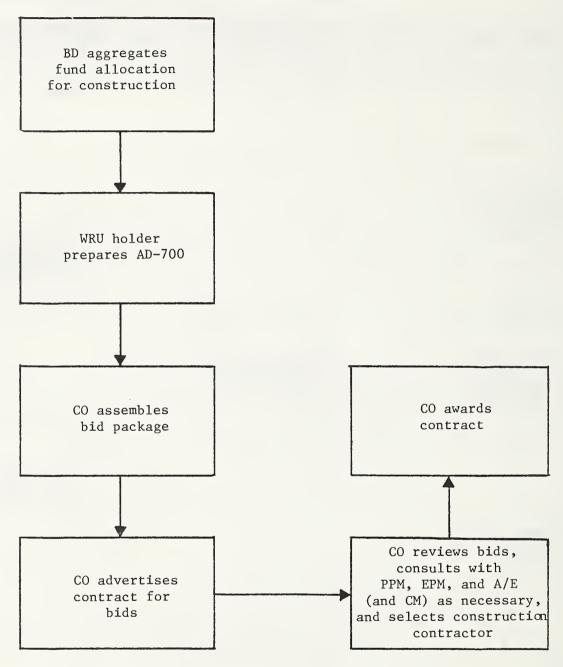


- o The CO modifies the A/E contract resulting from any authorized change in scope and settles any disputes related to the contract.
- o The EPM verifies the technical adequacy of the completed design and obtains PPM approval. The A/E firm formally provides the CO with completed drawings and specifications adequate for preparation of the final bid package. Upon receipt of the AD-700, the CO proceeds with obtaining bids for the construction contract.

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PHASE III - STEP 9

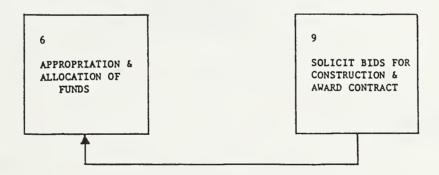


## STEP 9 - SOLICIT BIDS FOR CONSTRUCTION AND AWARD CONTRACT

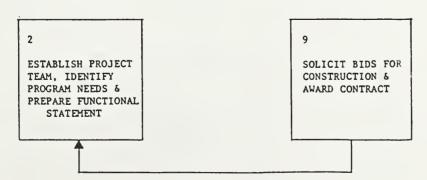
# ROLES, RESPONSIBILITIES, AND INTERACTIONS

- o Budget Division aggregates the allocation of funds for the construction phase.
- o The <u>EPM</u> provides a scope of work for the construction contract, an estimated Base Construction Cost, and recommended liquidated damage costs to be included in the contract to the WRU holder.
- o The WRU holder prepares an AD-700 with the scope of work thereon and submits with the Government estimate and liquidated damages estimate to the CO. The AD-700 should only contain funds for the construction intended. Other funds for contingencies, supervision, etc., will be specifically requested when required.
- o The <u>CO</u> reviews the AD-700, synopsizes the project, prepares the Construction Procurement Plan (see Exhibits 7 and 8), and submits the plan to the Project Team members and the PM.
- o CO issues the solicitation for bids.

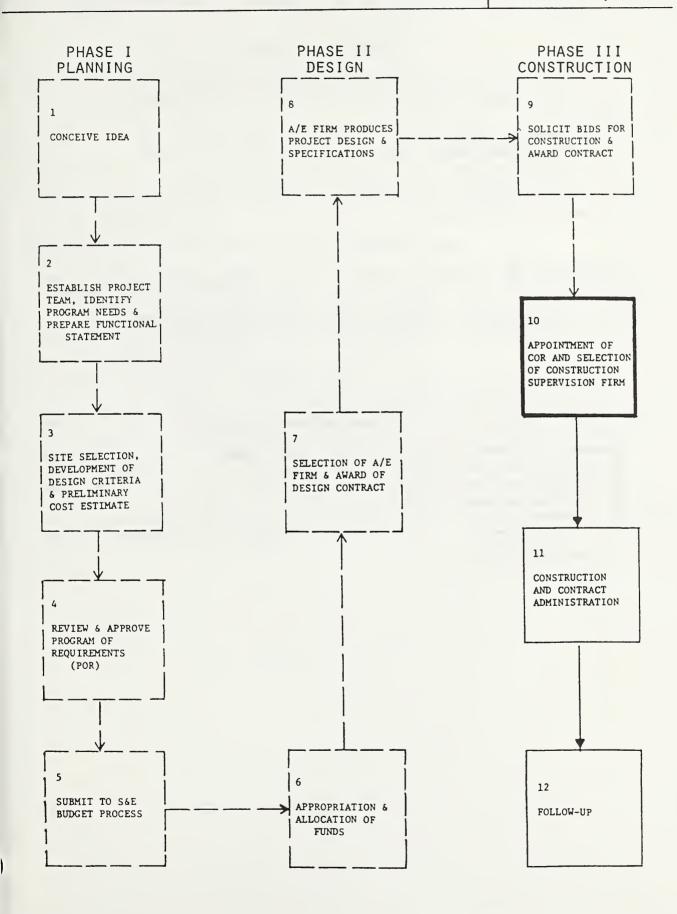
If the decision is to request additional funds, obtain authority to reprogram funds, or terminate the project, go back to Step 6.



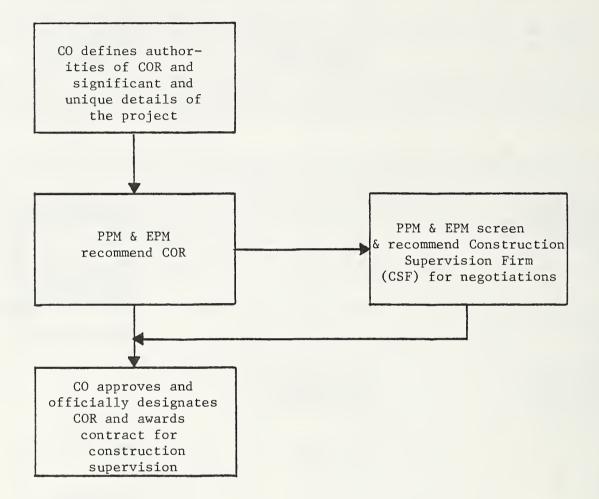
If the decision is to reduce the project scope, go back to Step 2.



- o The CO conducts a pre-bid conference with the assistance of the PPM and the EPM.
- o The  $\overline{\text{EPM}}$  determines the amount of funds to be reserved for contingencies, follow-on  $\overline{\text{A/E}}$  services, construction supervision, etc., in consultation with the PPM and CO as appropriate.
- o The <u>CO</u> receives and opens bids, conducts evaluation and selection of appropriate bid alternates based on available funds, and conducts a pre-award survey of the apparent successful low bidder with the assistance of the EPM, PPM, and A/E (and CM where applicable) as required.
- o The <u>CO</u> obtains approval from the Regional Administrator and awards the contract. The <u>CO</u> notifies concurrently the WRU holder, the Legislative Staff, PM, Budget Division, National Program Staff, Administrative Services Division, Regional Administrator, Director, Administrator, Regional Budget and Finance Office, and Financial Management Division of the contract award, conducts pre-construction conference and issues notice-to-proceed.
- o CO notifies unsuccessful bidders and synopsizes contract award.
- o The PPM coordinates any ceremonial activities related to the project.



## PHASE III - STEP 10



# STEP 10 - APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE AND SELECTION OF CONSTRUCTION SUPERVISION FIRM

# ROLES, RESPONSIBILITIES, AND INTERACTIONS

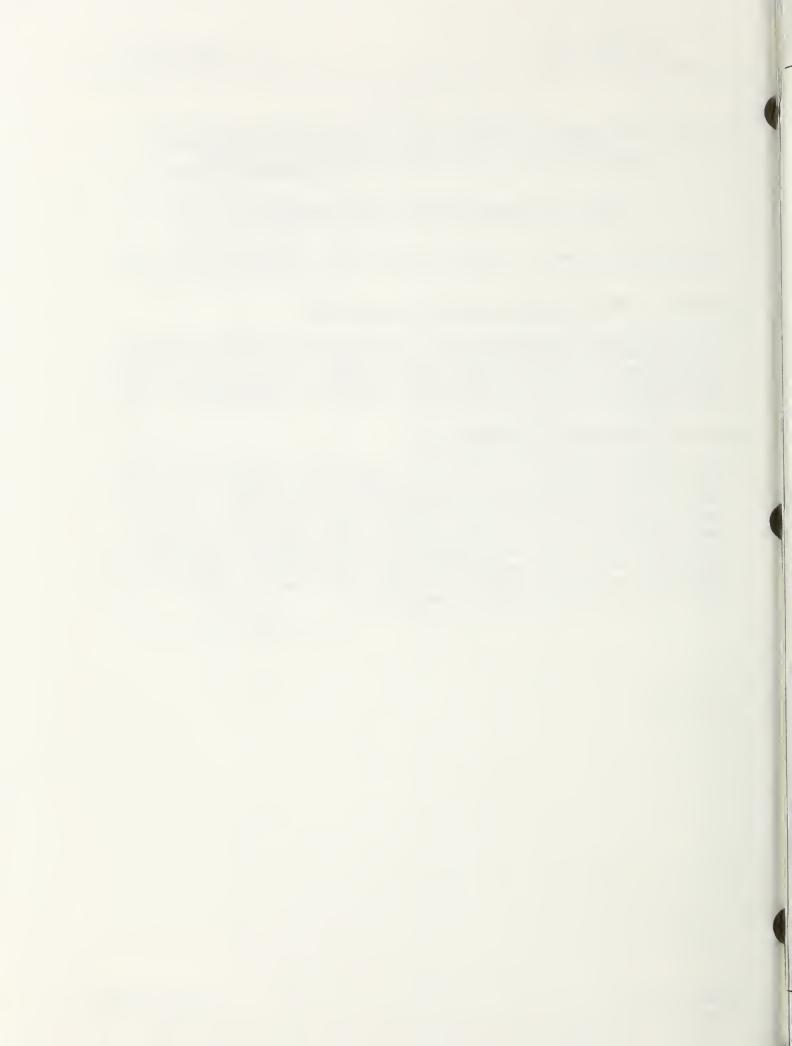
o From this point forward, the PPM is required to be stationed at the location of the construction.

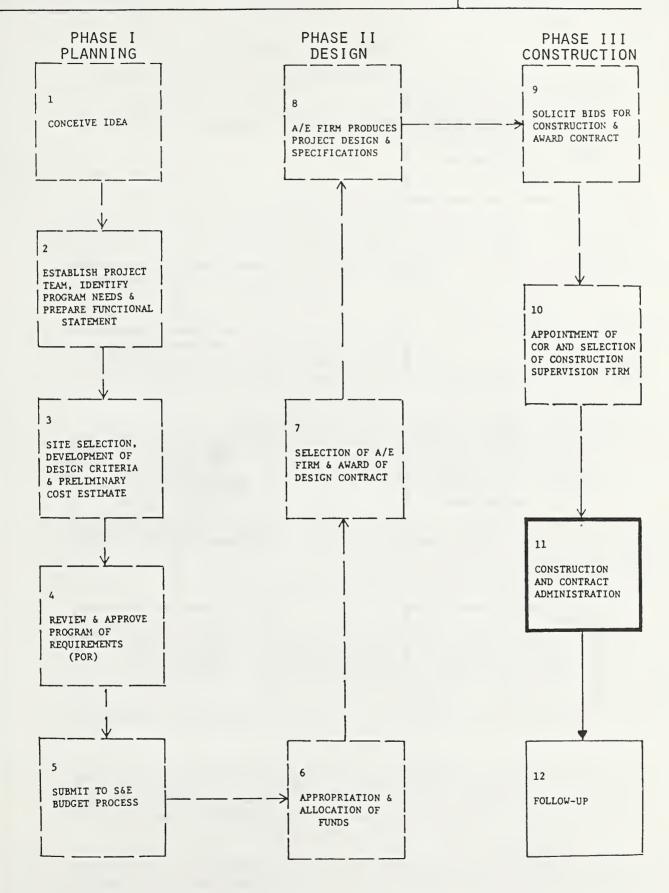
#### Appointment of the Contracting Officer's Representative:

o The <u>CO</u>, <u>EPM</u>, and <u>PPM</u> screen potential Contracting Officer's Representatives (COR) and determine the best qualified individuals. The CO makes the final selection and is responsible for issuing a letter of designation (see Exhibit 9) and description of the COR's function, authorities, responsibilities and limitations.

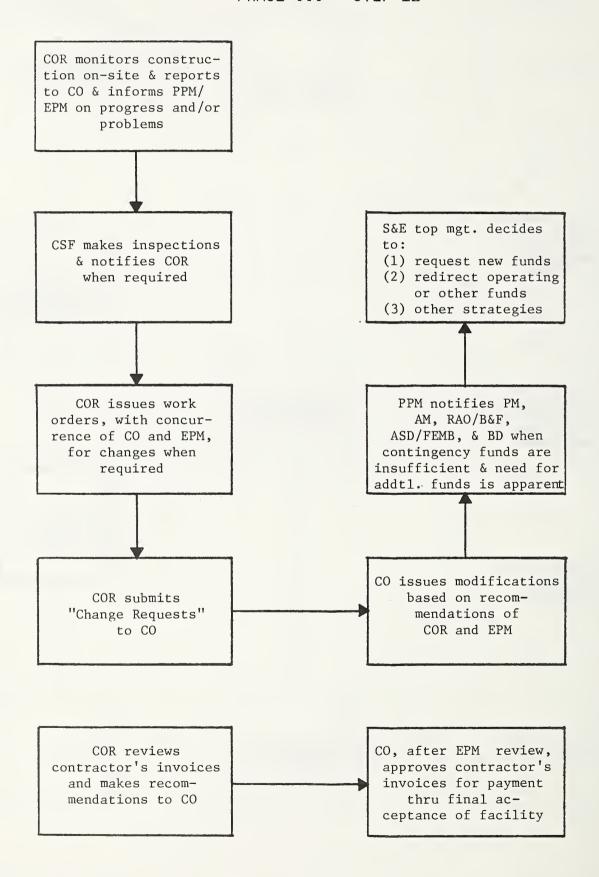
#### Selection of Construction Supervision Firm:

o The selection procedure of a CSF will be similar to the selection of an A/E firm. The CO negotiates the construction supervision contract. The CO makes the award and provides CSF with a description of its function, authorities, responsibilities, and limitations. The CSF is responsible for a thorough familiarization with all contract related documents and all related Agency guidelines, codes, etc. The A/E firm may be selected as the CSF. If the A/E firm is not awarded the construction supervision contract, a competitive negotiation process will probably take place. This contract should be awarded before the construction package is advertised.





## PHASE III - STEP 11



## STEP 11 - CONSTRUCTION AND CONTRACT ADMINISTRATION

# ROLES, RESPONSIBILITIES, AND INTERACTIONS

#### Overall Responsibilities:

- EPM: Oversees the progress of the project during construction including frequent site visits. Serves as principal coordinator between A/E firm and all others for direction of project cost control, project engineering, and program requirements. Serves as primary authority concerning technical engineering criteria. Responsible for notifying key managers of any significant problems related to the project. Changes found necessary by the EPM shall be referred to the CO and COR for implementation.
- PPM: Accountable for all funds expended on all phases of the construction project. As representative of the PM, prepares reports on status of funds including contingencies based on approved work orders or other change documents, projects fund requirements through completion of the construction in comparison with funds available and furnishes report to the Regional Administrator, Regional Budget and Finance Office, Administrative Services Division/Facilities Engineering and Management Branch, and Budget Division (see Exhibit 10). Responsible for granting approval for the PM of any changes in facility's use, function, or aesthetics. Serves as EPM's primary source of information about program criteria. Responsible for notifying key managers of any significant project related problems.
- CO: Responsible for proper administration of contract terms and conditions, interpretation of drawings and specifications after obtaining recommendations of EPM, and final decisions on all contractural matters. Responsible for ensuring that funds obligated on the AD-700 are not exceeded and finalizing all changes by issuing appropriate modifying documents.
- COR: Responsible to the CO. Monitors construction on-site within delegated authority (see Exhibit 9) including making on-site decisions and referring such decisions to the appropriate authority. Coordinates and consults with and provides information and/or recommendations to the CO and EPM as required. Issues Work Orders to proceed with approved changes. Responsible for thorough familiarization with all contract related documents, S&E Manual for Administration of Major Construction Projects, POR, and all related Directives, codes, etc.
- <u>CSF</u>: Responsible for construction inspection, certifying the quality and quantity of the construction in accordance with the contract documents and monitors the timeliness and progress of construction. Maintains proper records (see Exhibit 11) and necessary contacts with the CO and COR.

#### A/E

<u>Firm</u>: Responsible for providing follow-on services such as shop drawings approvals, technical advice and consultation on design intent, and changes to contract documents.

#### Regional

B&F: Analyzes and reports project fund needs in relation to available funds and provides staff assistance in managing the total funds for the RA including any reprogrammed funds and status reports. (See Exhibit 10).

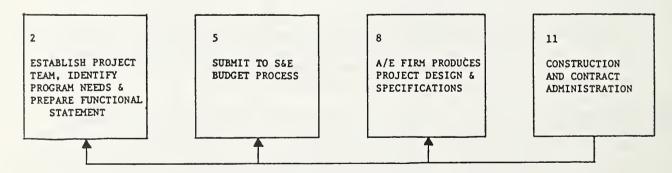
#### Inspections:

o The <u>CSF</u> coordinates inspections, tests, approvals of the materials/equipment with the construction progress. The <u>COR</u> notifies the EPM and CO of completed inspections, reviews and recommends payment requests. <u>Appropriate managers need to support the efforts of any Government employee involved in this process through provision of necessary travel authority, clerical support, etc.</u>

#### Progress Reports:

o The <u>CSF</u> provides progress reports (see Exhibit 11) to the COR. The <u>COR</u> is responsible for reviewing and certifying the CSF reports and providing the CO with daily and other required written reports. The <u>CO</u> monitors the contractor's performance through the reports and meetings, and informs the PPM/EPM of any significant problems, deviations from the contract, etc.

If progress reports indicate a deviation from the POR or the contingency funds may not be sufficient to complete the facility, or that excess funds may be available upon completion of the facility, the <u>PPM</u> is responsible for notifying the PM and for directing the Project Team to repeat the requirements of Steps 2, 5, or 8 as appropriate.

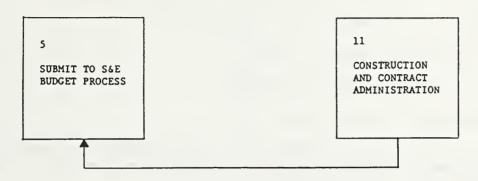


#### Contract Modifications:

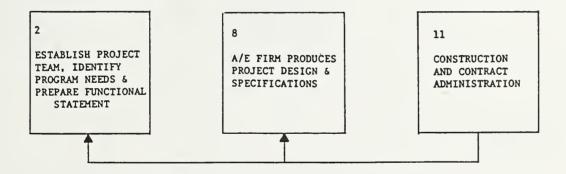
- o The <u>COR</u> reviews and/or initiates the requests for contract modification(s) to the <u>CO</u> and EPM. The <u>EPM/PPM</u> coordinate the program and technical reviews of the proposed contract amendment(s).
- o The <u>CO</u> reviews and makes final decisions on all requests for changes and/or modifications. Any effected change/modification shall be in writing and signed by the CO.

If proposed modifications or claims exceed the contingency funds, the <u>CO</u> notifies the WRU holder, and he in turn notifies the Administrative Services Division, Budget Division, Financial Management Division, Regional Budget and Finance Office and Project Team.

If the PPM/EPM identify insufficient contingency funds to approve current and/or future change orders, the <u>PPM</u> is responsible for notifying the PM, Regional Budget and Finance Office, Administrative Services Division, and Budget Division, and returning to Step 5 to request additional funds or reprogramming authority.



If funds are not available, the <u>Project Team</u> is required to return to Steps 2 or 8.



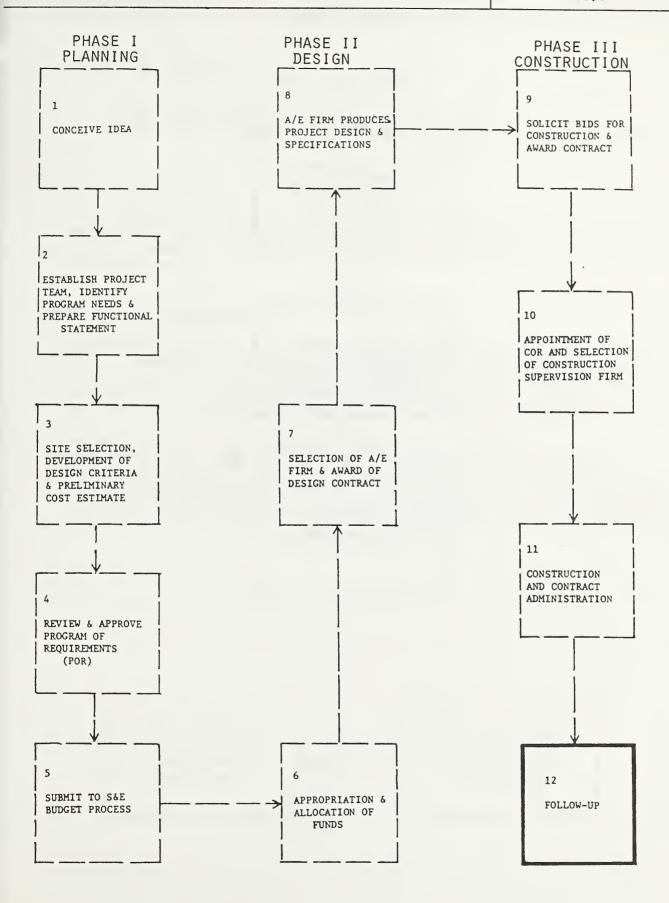
- o The A/E Firm reviews and approves shop drawings, is responsible for providing technical advice and consultation services to the PPM/EPM on proposed contract modifications, and determines if submissions by the contractor are "equal" to items specified.
- o The <u>CSF</u> provides necessary support to the CO and COR in the negotiation for any proposed contract modification.
- o The <u>CO</u> reviews, approves, and issues contract modifications with the concurrence of the PPM and WRU holder (see Exhibits 13 & 14).

#### Disputes:

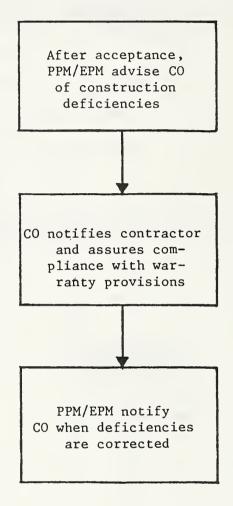
If disputes among contractors (construction contractor, A/E, etc.) arise, the CO is responsible for a final resolution. If the contract dispute is program related, the PPM/EPM will provide technical support as required in settling the dispute.

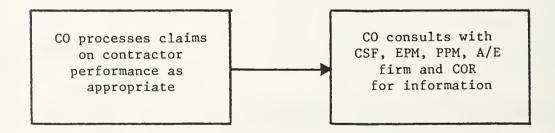
#### Facility Completion and Final Inspection:

- o Upon completion and acceptance of the facility, the <u>CO</u> processes final payment but not before the following actions have been accomplished:
  - 1. Preliminary inspection
  - 2. Punch List prepared
  - 3. Inspection of Punch List items
  - 4. Final inspection (CO must attend)
  - 5. Release of claims obtained
- o The <u>CO</u> notifies PM, Regional Administrator, Administrative Services Division, Budget Division, and Financial Management Division that the facility has been accepted and final payment processed.



# PHASE III - STEP 12





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### STEP 12 - FOLLOW-UP

## ROLES, RESPONSIBILITIES AND INTERACTIONS, AFTER OCCUPANCY

#### Pending Claims:

o When appropriate, the  $\underline{CO}$  is responsible for processing claims on contractor performance after completion of the contract until they are resolved by the Board of Appeals. The  $\underline{A/E}$ ,  $\underline{CSF}$ ,  $\underline{EPM}$ ,  $\underline{PPM}$ , and  $\underline{COR}$  provide information to the CO concerning any claims.

#### Construction Deficiencies:

- o The PPM and EPM inform the CO of deficiencies resulting from construction. The CO, supported by information provided by the PPM, EPM, A/E, CSF, and COR, notifies the contractor(s) of deficiencies to assure that the contractor complies with the warranty provisions of the contract. The PPM/EPM are responsible for notifying the CO when deficiencies are corrected.
- o The user informs the CO of warranty items and latent defects discovered. These are the only conditions in which the construction contractor is responsible. He cannot be held responsible for any items which are apparent and could or should have been noted at final inspection. In-house (or contract) maintenance staffs must not attempt such repairs unless authorized by the CO.

#### GLOSSARY OF TERMS

AD-700. Requisition form required for requesting construction related services. Data includes description of work, estimated amount, accounting information, suggested source of supply, and signature of authorized representative. (See Exhibits 3 and 7.)

A/E Evaluation Committee. An Agency designated committee of at least three voting members, who evaluate all A/E submissions (SF-254's and SF-255's) and determine qualified firms for recommendations to the A/E Selection Board. The Chairman of this committee shall be the designated project EPM. The designated project CO shall be a nonvoting member who acts in an advisory capacity. Members of the committee should not be a member of the A/E Selection Board.

A/E Selection Board. An Agency designated board of at least three voting members, who review the recommendations of the Evaluation Committee, evaluate the firms, hold discussions with not less than three of the most highly qualified firms, and prepare a report which outlines not less than three firms in recommended order for negotiation. (See Exhibit 6.)

Allocation of Funds. Transfer of obligational authority from Director, Science and Education, to the Administrator, ARS, and from the Administrator to Regional Administrators providing the guideline funding amount for construction of each project to carry out the purpose of and within the amount of the appropriation and the apportionment.

Alternative Methods of Accomplishment. Other means of satisfying the facility/mission need. Change in utilization of existing facilities, contracting, cooperative agreement, use of surplus space, leasing existing facilities, build-lease, new construction, and phased construction are explored, to name a few alternatives to be considered.

Amendment, Contract. See Contract Modification.

Apportionment. Approval by the Office of Management and Budget of the total funds available for construction based on an appropriation. Construction funds are apportioned on an annual basis for the full amount available. The amount of funds apportioned sets the limit on the amount available for allocation.

Appropriation. Statutory authority for S&E to incur obligations and make payments in specific amounts and for specific construction projects. The amount of funds available for each construction project becomes the legal dollar limitation for fund control under Antideficiency Act regulations. Construction funds are identified by separate no-year Treasury account symbols available for incurring obligations without fiscal year limitation until completion of the construction project.

Base Construction Cost. A detailed independent Government estimate of construction cost as expected to be reflected by the construction contractors' bids at the time of bid opening.

Beneficial Occupancy. Exercising the right to take possession of or use of any completed or partially completed part of work. If construction is not completed,

the CO must, prior to such possession or use, furnish the contractor an itemized list of work remaining to be performed or corrected and a statement that such possession or use shall not be deemed an acceptance of any work under the contract. Occupancy prior to completion should generally be avoided.

<u>Bid Alternates</u>. Alternate work items in the solicitation which are included or deleted from contract award based on availability of funds or alternative method for accomplishing part of the work specified (alternates must be listed in order of priority to prevent bid shopping). Generally, bid alternatives are additive rather than deductive. Exclusion of alternates must still result in the end product meeting the usable facility definition.

Block Diagram. A diagram showing the functional relationship among organizational elements that will occupy a planned facility. This is used in determining the location of such organizational elements which, in turn, can influence the shape and arrangement of the facility.

<u>Built-in-Equipment</u>. Permanently installed and affixed equipment such as airconditioning equipment, fume hoods, laboratory casework, water coolers, cage washers, etc. (Does not normally include scientific apparatus.) These items are normally part of the construction contract.

Change Order. See Contract Modification.

<u>Change Request</u>. Verbal or written request to Contracting Officer from contractor, A/E, EPM, Program official, COR, to modify the contract.

<u>Claim</u>. Any request from a contractor for an adjustment in performance time and contract price. Typical claims include differing site conditions, design errors or ambiguities, field direction, method of performance, weather conditions, delays, etc.

Congressional Intent. Identifies the purposes of the funds appropriated for the construction project, such as the nature of the buildings, facilities, support structures and systems, furniture, utilities, roads, parking lots and grounds necessary for a completed facility usable for conducting the intended research for which the construction funds were provided. Principal sources of Congressional intent are functional statement, program of requirements, justification statement, House and Senate subcommittee hearings and testimony, and conference committee reports. Clarification and understanding of Congressional intent is essential before beginning the construction project.

<u>Construction</u>. That phase in the process of providing a facility in which the contract documents, including design drawings and specifications are implemented by awarding a contract to a builder.

Construction Management Firm (CM). A construction specialty services firm which is contracted to provide all management and construction supervision services necessary for the construction of a complete and usable facility. This may include preparation of design criteria, budget analysis, site inspection, design, prepurchasing of materials, construction scheduling, and coordination and direction of all construction activities, including those of the producers of systems and subsystems.

Construction Supervision. A process in which the Government, an Architect/Engineer firm, or others inspect work of the contractor(s); inspect, test, and approve construction materials and equipment; and perform other designated services for the Contracting Officer.

Contingency(ies). Funds set aside prior or upon award of a construction contract to use for amendments resulting from changes in the drawings, specifications, site conditions, etc., and for any required special testing. In special purpose facilities such as in many of ARS', contingencies could approach 10 percent of the construction contract cost.

Contract Amendment. See Contract Modification.

Contracting Officer (CO). The agent of the Government delegated to execute construction and services contracts related to construction for the Government in accordance with his/her delegated procurement contracting authority.

Contracting Officer's Representative (COR). An individual designated to be the on-site agent of the CO to monitor the construction contract. Preferably an individual with field experience in state-of-the-art construction methods.

Contract Modification. General use term for justifiable amendment, change order, or supplemental agreement which means any written alteration of the contract documents such as delivery point, rate of delivery, contract period, price, quantity, or other contract provision of an existing contract whether accomplished by unilateral actions, such as change orders, notices of termination, and notices of the exercise of an option, or bilateral action, such as supplemental agreements. Amendments change the solicitation documents, modifications change the contract documents.

Cooperator. Any State or Federal agency or private organization having a mutual interest in agricultural research or extension that has entered into a valid and legal memorandum of understanding, cooperative agreement, or similar document demonstrating that a proposed cooperative effort is of benefit to people of the United States.

<u>Cure Notice</u>. Notification to a contractor of a condition that is endangering performance of the contract in accordance with its terms. Such notice is only used when it is ascertained that an amount of time equal to or greater than the period of "cure" remains in the contractually established schedule.

<u>Default</u>. Substantial failure to perform in accordance with the contract provisions.

<u>Delinquency Notice</u>. Notification to a contractor of a condition that is endangering performance of the contract or that he has failed to perform. These are in the form of a "Cure Notice" or a "Show Cause Notice."

Design. That phase of facility development activity which transforms planning data (Program of Requirements) into architectural and engineering concepts and results in a set of construction contract documents which permit construction bids to be received and evaluated. These documents are generally special contract provisions, plans (drawings), and technical specifications.

<u>Designated Agency Official</u>. Appropriate agency management official designated to review recommendations of the A/E Selection Board and makes final selection for an order of negotiations.

<u>Design Criteria</u>. A translation of Program needs (Functional Statement) into architectural and engineering technical requirements which serves as the scope of the design contract and is intended to provide sufficient information for an A/E firm to develop a proposed fee.

<u>Energy Survey</u>. Procedure to be used in determining energy conservation and cost savings through life cycle costing, and which are likely to result from fuel determination, equipment selection, building systems design, maintenance features, and operating procedures.

Engineering Project Manager (EPM). The agency architect or engineer designated to provide the overall technical engineering management and project coordination for accomplishment of a complete and usable facility within the provisions of the POR.

<u>Environmental Impact Assessment</u>. A process by which the Agency produces sufficient evidence and analysis for the determination whether to prepare an environmental impact statement or a finding of no significant impact.

Environmental Impact Statement. A detailed document presenting an evaluation and analysis of all relevant factors where a determination is made that S&E actions significantly affect the quality of the human environment.

Equipment. Apparatus designated as "built-in" or to be installed later or that of a portable or temporarily fixed nature such as spectrophotometers, gas chromatographs, electron microscopes, etc.

Financial Monitoring System. A combination of responsibilities, financial reports, analyses, and on-site reviews to provide current information on funds available for the construction project and the status of funds. Such a system identifies responsibilities for the management and control of funds and includes report format and procedures for recording and reporting all authorizations committing funds, such as work orders, change orders or other actions anticipating the need for funds. Reports of the financial monitoring system are supplemental to and integrated with regularly recurring official financial reports from the S&E accounting system. The reports provide field and headquarters with the status of funds available for each construction project and anticipated unfunded requirements to complete each project.

Financial Plan. Identification of each construction project, the PPM responsible and the initial amount of funds available and any increases or decreases within an allocation of funds to an Administrator or a Regional Administrator. The financial plan amount, established in the accounting system by use of Form S&E-437, financial Data Codes, and Fiscal Year Financial Plan, becomes the level for recording obligations incurred and for monthly reporting to the PPM on the financial status of the construction project.

Fixed Equipment. See Built-in-Equipment.

Follow-on Services. Post design services which may or may not be part of an A/E contract, such as shop drawing review and approvals; equipment, material, and final evaluation; certain test and inspection services; and consultation.

<u>Functional Statement</u>. A detailed description of the activities to be performed at a facility. This includes an organization breakdown, program objectives, summary of functions and major scientific equipment to be used by each organizational element, relationships among the various organizational elements, location and siting criteria, exposure to the public and other groups, logistical needs, staffing, and any other factors which will influence facility design.

<u>Funding Limitation</u>. The maximum amount of funds available for a construction project. This term frequently is used interchangeably to express the amount of funds available through the appropriation, apportionment, or financial plan.

General Purpose Space. Space which can accommodate a variety of occupancies with little or no modification. This includes office space, conference rooms, most storage space, libraries, reception areas, and the like.

Justification Statement. Part of the Budget Explanatory Notes, in support of the Budget Estimates, sent to the House and Senate Appropriations Committees, describing requests for construction funds. The amount of funds for each construction project is identified for land acquisition, planning and design, and construction with a description of the types of research to be conducted, the reasons the research is essential, identification of the research objectives to be achieved, and the nature, condition and location of any facilities currently used to perform similar research.

<u>Life Cycle Cost Analysis</u>. The total cost of owning, operating, and maintaining a building over its useful life, including its fuel and energy costs, determined on the basis of a systematic evaluation and comparison of alternative building systems.

<u>Liquidated Damages</u>. An amount set forth in a contract for which the contractor is <u>liable</u> if he fails to perform within the time specified in the contract.

Magnitude Estimate. An estimate made from judgmentally derived quantative and qualitative data with limited knowledge of the scope of the project.

Major Construction. See Introduction (page 3).

Mission. The broad research goals to be attained as a result of the research tasks planned to be performed within the facility.

<u>Mission Statement</u>. A brief statement describing the existing problem, broad objectives of the research program, and expected impact on the agricultural community.

Mock-up. A full scale model of a unique architectural, engineering, or other feature of a facility.

 $\underline{\text{Model}}$ . A part scale three dimensional representation of the architectural or engineering features of a facility to determine functionality, appearance, and/or to test design parameters.

Notice-to-Proceed (NTP). Written order by official Government Contracting Officer to the contractor to commence performance of contract.

Overrun. Terminology for exceeding a targeted budget or appropriation for a project.

Phased Construction. A process in which a facility is developed and provided in increments. Facilities can be provided by budgeting and/or constructing a section of a building or individual buildings at different times. This could also include budgeting design or partial design in different budget years from construction.

<u>Planning</u>. General term for that phase in the process of providing a facility which encompasses development of project functional statement (program requirements) and design criteria, budgeting, site selection and evaluation, and general project design.

Post Award Conference. Meeting with contractor after award to inform and/or discuss with contractor mobilization, construction scheduling, authorities of Government personnel, progress reports, inspection rights of parties, payroll submissions, payment procedures, EEO responsibilities, change order procedures, etc.

<u>Preaward Survey.</u> Investigation of prospective contractor to ensure that the firm (1) has adequate financial resources, (2) can comply with required performance schedule, (3) has satisfactory record of performance, (4) has a satisfactory record of integrity and business ethics, and (5) is otherwise qualified and eligible to receive an award.

<u>Prebid Conference</u>. A forum whereby the Contracting Officer and other interested Agency personnel explain the nature of the work and problems that can be expected. The A/E representative assists in interpreting the plans and specifications (could include on-site meetings).

Preconstruction Conference. See Post Award Conference.

Preperformance Conference. See Post Award Conference.

<u>Procurement Plan.</u> A format for identifying milestone steps with projected dates such as Commerce Business Daily synopsis, release of solicitation, prebid conference, bid opening, evaluation of bids, award, notice to proceed, completion date, etc., of the procurement process.

<u>Program Manager (PM)</u>. The PM is the individual who delegates the operating authorities and responsibilities for the construction projects administrative process and has final authority for decisions on many facets of the project. It is essential that the PM assure that the proposed and completed facility satisfies S&E criteria for a usable facility for conducting research.

Program of Requirements (POR). A detailed document of the characteristics that a proposed facility must have to meet the needs of the occupying organization. It is generally divided into two parts: the Functional Statement which provides a basis for review and justification of the program by the Agency, Department, OMB, and Congress; and the Design Crtieria which includes facility space planning data and budget estimates used as a basis for the design contract.

<u>Program Project Manager (PPM)</u>. The program official delegated by the PM to carry out his day-to-day operations in connection with the project and provide overall program coordination.

Project Scope. Functional goals to be achieved by a facility construction project.

<u>Project Team</u>. Core group of S&E employees selected on a project basis to maintain operating responsibility for the project. Team initially comprised of Program Project Manager, Engineering Project Manager and, after appropriations, the Contracting Officer. Representatives from the Budget Division and the National Program Staff are selected to provide support to the Project Team. Project Team reports to the Program Manager, designated by the Director, S&E.

Reprogramming Action. Authorization by House and Senate Appropriations Committees to transfer funds among construction projects or from regular program funds to construction projects to provide additional funds for contingencies, for increased cost, or for changes in the construction project. This authority is obtained before incurring increased obligations. The reprogrammed funds must be used in the amounts and for the specific purposes authorized, supported by financial records and reports providing visibility of the reprogramming authority and its status.

<u>Screening</u>. Review of prospective consultants' or individuals' qualifications for a specific task.

Show Cause Notice. Notification to a contractor that he has failed to perform in accordance with provisions of the contract within the time required by the terms of said contract. The contractor is invited to offer an excuse for such failure to perform.

<u>Site Selection Survey</u>. Report resulting from investigating, locating, identifying, and inspecting real property to be acquired. Survey includes consideration of transportation, temporary and permanent housing, shopping, schools, other services available.

Special Purpose Space. Space which, because of architectural and/or engineering features or installation of fixed (built-in) equipment and special utilities, necessitates the expenditure of additional sums to construct, maintain, and/or operate as compared to general office and storage space. This may include laboratories, animal facilities, chemical storage, aircraft storage and repair shops, greenhouses, and housing.

Stop Work Order. See Suspension of Work Performance.

<u>Substantial Completion</u>. A condition in which a contractor has completed almost everything but the facility cannot be accepted as final. Such a condition may occur when, for example, a replacement part of a critical system has not been received or a critical system has failed a test. In such cases the CO may discontinue assessing liquidated damages and if requested, release all monies except that necessary to protect the Government. The contractor should furnish a release of claims, exempting areas of dispute and unfinished items referenced above.

Suspension of Work Performance. The Contracting Officer may order the contractor in writing, to suspend, delay, or interrupt all or any part of the work for such period of time as may be determined to be appropriate for the convenience of the Government.

Termination for Convenience of the Government. Any contract termination action other than one for default of the contractor. Also, contracts improperly

terminated for default must be converted to one for convenience. Under a "convenience" termination, the contractor is usually allowed certain negotiated monetary consideration.

Total Project Cost Estimate. An estimate of the total of all facilities project related costs including planning costs, impact funds, site acquisition and clearance costs, works of art, the cost for utility and other agreements, technical services, contingency reserve, Government costs, etc., and the base construction cost, all adjusted for inflation and escalated for their respective dates of obligation.

Usable Facility. See Step 1 (page 9).

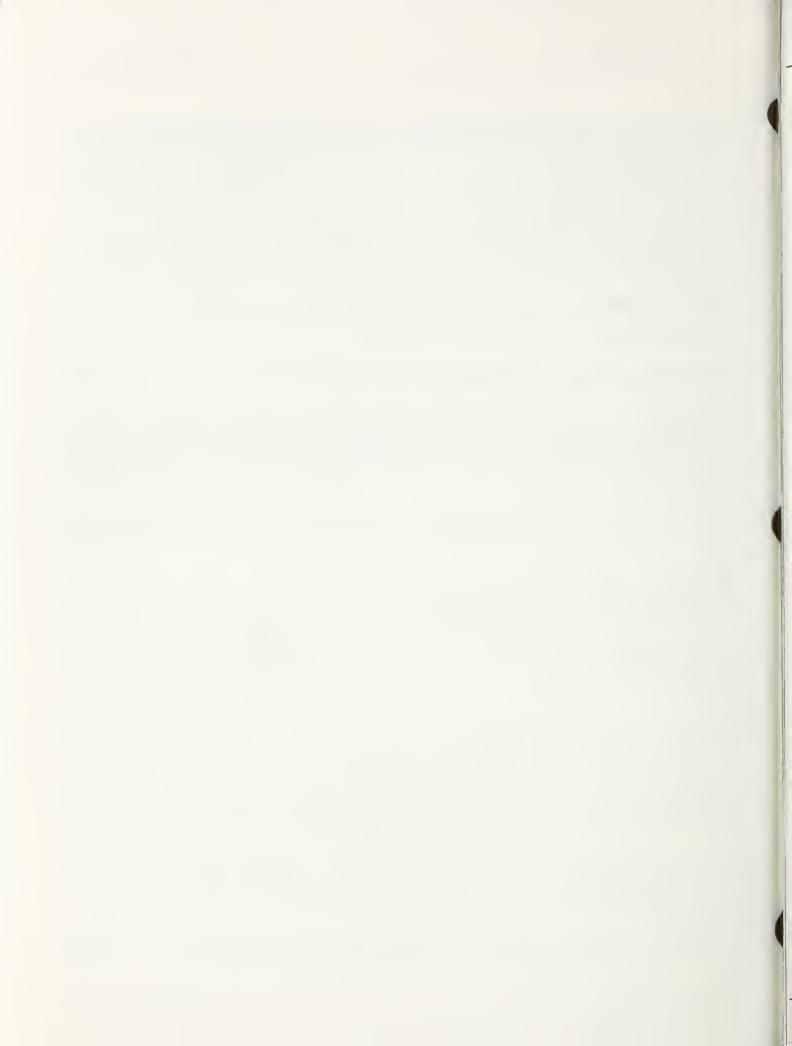
Use and Possession. See Beneficial Occupancy.

Work Order. Verbal or written direction for authorizing the contractor to proceed with designated task(s) (see Exhibits 14 and 19).

WRU Holder. The PPM usually has the responsibility for the construction project's funds and thus is identified as the Work Reporting Unit holder. The WRU is a five digit number serving as the basic control point for budgeting and financial reporting for each construction project. The WRU establishes the financial plan amount in the accounting system.

ARTHUR H. NIES Deputy Director

Administrative Management



# EXHIBITS

Number	Exhibit
1	Program of Requirements (Functional Statement Design Criteria/Cost Estimate)
2	Financial Plan
3	AD-700 (A/E)
4	A/E (Design) Procurement Plan
5	A/E Evaluation Committee Description
6	A/E Selection Board Recommendations
7	AD-700 (Construction)
8	Construction Procurement Plan
9	Letter of Designation to COR
10	Financial Monitoring System
11	Inspector's Daily Report
12	(Reserved)
13	Change Order
14	Work Order
15	Amendment of Solicitation/Modification of Contract
16	Modification Request
17	Request for Change Quotation
18	Pre-Performance Conference Record
19	Work Order Definition



# PROGRAM OF REQUIREMENTS FUNCTIONAL STATEMENT

The Functional Statement portion of a Program of Requirements shall include, but not necessarily limited to, any of the following information:

INTRODUCTION - Includes a general description of program goals, problems to be solved, economic impact, and operational objectives. Should also define relationship with other Agency and Federal programs.

HISTORY - Explain historic origins of program including conditions which may have created its need and describe other alternatives that were considered, i.e., grants or cooperative agreements and reasons for not using those alternatives. If existing program, describe present facilities and/or method of accomplishment.

PROGRAM - Includes a detailed description of the research programs planned for the facility and activities of each organizational element and sub-element indicating any factors which will affect building design such as scientific equipment to be used, animals to be used, critical environmental requirements, inherent hazards, etc. Relationships among organizational elements and with other local groups such as university staffs, other Federal agencies, or State employees should also be shown.

SPECIAL SUPPORT SPACE - Includes identification of need for such support space as conference rooms, libraries, lunch rooms, controlled environment rooms, general storage, hazardous materials storage, surgical suites, x-ray rooms, greenhouses, farm equipment maintenance and storage, etc.

## PROGRAM OF REQUIREMENTS DESIGN CRITERIA/COST ESTIMATE

The Design Criteria portion of a Program of Requirements may include, but not necessarily be limited to, any of the following information:

<u>SITE</u> - Includes the specific location of the site selected, a general description, including topographic features and the size of the site (dimensions or number of acres), climatological and seismological conditions, and a site and/or plot plan. Requirements for soil borings are included as required.

ARCHITECTURAL - Includes a general philosophy for the design of the facility, partition requirements, sanitation requirements, finishes, security, environmental regulations, safety codes and requirements, requirements for the accommodation of the handicapped, and types of equipment included in the contract.

STRUCTURAL - Includes substructural elements, superstructure framing consistent with building code requirements and environmental constraints such as unusual wind and snow loading and seismic loading.

MECHANICAL - Includes heating, ventilating, and air-conditioning requirements; general and special fume hood requirements; general waste disposal and treatment; fire suppression systems; constant temperature rooms; and internal utility requirements (air, gas, vacuum, distilled water, water, etc.).

ELECTRICAL - Describes the characteristics of the primary service available and requirements for primary voltage transformation, secondary distribution, illumination, shielding, emergency systems, internal and telephone communication systems, special grounding, fire detection systems, security systems, and regulated clock systems.

OUTSIDE UTILITIES - Description of utilities and easements available to the site and distribution requirements. This may include water, sewer, gas, electrical distribution, communications, electrical control and monitoring systems, and fire and security systems.

<u>PARKING/ROADS</u> - Requirements for parking, site access, roadways, and deliveries.

<u>ELEVATORS</u> - Requirements for vertical transportation for people, materials, equipment, and animals.

ENERGY CONSERVATION - Requirement for study of all means of energy conservation available in the state-of-the-art that could be related to the project in accordance with life cycle cost analysis procedures.

<u>LANDSCAPING</u> - Special landscaping requirements related to program activities or site maintenance (visual screening, erosion control, sound attenuation, snow removal, mowing, fencing, etc.).

SPECIAL SYSTEMS - Requirements for containment, special waste treatment and disposal, incineration, sterilization, lightning protection, hazardous materials storage, fuel storage, computer distribution systems, etc.

SPACE DIRECTIVE - Listing of each space required by organizational element including type of space or title, size (in modules or actual size based on assumed module dimensions), and special features required.

The attached "Space Directive Summary" and continuation sheets or similar format should be used.

<u>COST ESTIMATE</u> - Using figures developed in the Space Directive, a total project cost should be developed including the following information:

Net Assignable Area (from Space Directive)

Estimated Net/Gross Ratio Range

Estimated Gross Area Range

Base Construction Cost

Other Construction Costs (Contingencies, Supervision, Government Costs)

Planning Costs (Government & A/E)

Site Acquisition Cost (If Applicable)

Total Project Cost

Dates of construction award and duration used to develop estimate must be indicated.

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A-E PROCUREMENT	PLAN	EXHIBIT
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#### PROCUREMENT PLAN

A-E Services for\_\_\_\_

#### TIME FRAME

AD-700 No.\_\_\_\_\_

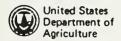
### ACTION

Method of payment:

(Date) AD-700 received on Week of\_\_\_\_\_ Commerce Business Daily Synopsis 2. Week of\_\_\_\_\_ Receive brochures from interested A-E firms 3. Evaluate technical qualifications of A-E firms and select best qualified  $\,$ 4. Week of\_\_\_\_\_ Week of\_\_\_\_ 5. Request proposal Evaluate and negotiate fee proposal Week of\_\_\_\_ 6. Week of\_\_\_\_ 7. Award contract 8. Design complete Type of contract:

Time estimated for this procurement: \_\_\_\_\_days





Science and Education Management Staff Administrative Services Division

6505 Belcrest Road Hyattsville, Maryland 20782

#### A-E EVALUATION COMMITTEE EXHIBIT

SUBJECT: A-E Evaluation Committee

for Germplasm Laboratory

TO: Chairperson (Project EPM)

An Evaluation Committee is necessary for rating the Standard Forms 254 and 255's received from A-E firms in response to our announcement in the Commerce Business Daily. The Committee shall be composed of at least three members. All members shall be selected from the project team and appointed in writing by you. I will be available to you in an advisory capacity in matters of procurement policies and procedures. I will be intimately involved in the evaluation process.

As Chairperson of the Evaluation Committee, you will be responsible for:

- o Convening the Committee
- o Establishing evaluation scoring sheets
- o Assigning weight factors to evaluation criteria elements
- o Reviewing SF-254's and SF-255's
- o Preparing a written report to me which addresses the following:
  - Committee consensus by averaging membership ratings. Individual rating sheets must be returned to me with your final report.
  - Advice as to the technical strengths and weaknesses of A-E submittals. This is to be done via narrative explanations.
  - Furnish a list of the highest scoring firms (minimum 3 to 5 firms) for the next step of the selection process - interviews.

Committee guidelines and samples of the above documents, i.e., scoring sheets, evaluation criteria, final reports, etc., are available from this office upon request. We would appreciate your findings by \_\_\_\_\_\_\_.

Ιf	additional	information	is	required,	please	feel	free	to	contact	
on	FTS									

Contracting Officer Facilities Engineering and Management Branch



#### A-E SELECTION BOARD EXHIBIT

SUBJECT: Selection Board Interviews for Germplasm Laboratory Project

TO: Contracting Officer
Facilities Engineering and Management Branch

THROUGH: Designated Agency Official

In accordance with Public Law 92-582 and procedures for A-E selection, interviews were conducted on 3 (date) with the following firms:

1.

2.

3.

4.

5.

The firms selected for interviews are chosen as a result of a preliminary A-E Evaluation Committee's review of the responses received (SF-254's and SF-255's) to the announcement published in the Commerce Business Daily.

Each of the selected firms were furnished with:

- \* a general description of the design project
- \* scoring sheets (without relative numerical weights)
- \* design criteria

During the interview, each firm was afforded the opportunity to present its professional capabilities, qualifications, references, and particular technical approach to the referenced project. The following order of preference is

recommende	ed by the A-E Selection Board, based upon the attached	Board
and summa:	ry scoring sheets:	
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4.	Commerce Business Daily Synopsis	พ	eek of
5.	Issue Invitation for Bids	น	eek of
6.	Pre-Bid Conference	W	eek of
7.	Public Bid Opening	W	eek of
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3.	Work completed	W	eek of
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### LETTER OF DESIGNATION OF COR EXHIBIT



Science and Education Management Staff

Administrative Services Division 6505 Belcrest Road Hyattsville, Maryland 20782

SUBJECT: Designation of Contracting Officer's Representative (COR) for Contract No. \_\_\_\_\_\_, Anytown, USA

TO:

This is your designation as Contracting Officer's Representative to monitor the above contract at the site. One complete copy of the contract with notice to proceed is enclosed. Your major duties and responsibilities are:

- 1. Thoroughly familiarize yourself with the terms and conditions of the contract; notice to proceed; this designation; Contractor responsibilities; and the attached AD Form 372, "Regulations of the Secretary of Labor."
- 2. Make sure that labor information and Equal Employment Opportunity Posters are prominently displayed during the entire contract period.
  - 3. Report progress monthly to CONTRACTING OFFICER. (See footnote 2.)
- 4. No minor changes should be made without permission of the EPM\* If the EPM is not available, the COR goes directly to the A/E firm documenting all discussions and contacts and reports to the EPM and CO.
- 5. Decide questions of fact regarding: quality and acceptability of materials furnished and work performed; acceptability of equipment furnished; manner of performance; rate of work progress; acceptable fulfillment of the technical aspects of the contract by the contractor. If in doubt or agreement cannot be reached, consult with Contracting Officer. (Shop drawings, electrical and mechnical lists must be approved by persons designated in notice to proceed.)
  - 6. Reject defective materials and have contractor make corrections.
- 7. Submit change order requests and justifications in advance to Contracting Officer. (See footnote 1.)
- 8. (Optional) Emergency changes (those requiring immediate decisions in order to avoid costly delays or suspension of work) are authorized not to exceed \$\( \) for each occurrence. In such cases, the COR shall immediately notify the CO of the action taken and follow the steps outlined in footnote l after-the-fact. (Such authority must be consistent with other Agency policies.)
- 9. If contractor makes claim ( $\underline{\text{must}}$   $\underline{\text{be}}$   $\underline{\text{in}}$  writing) for changed conditions (subsurface, latent, etc.) send written claim at once to Contracting Officer with recommendations.
- 10. Report to Contracting Officer immediately contract violations; unsatisfactory work, relationships, etc.
- 11. Require contractor to comply with labor standards of the contract. Payrolls must be checked before submitting to Contracting Officer. Payrolls
- \*Engineering Project Manager

must be submitted WEEKLY and include ALL HOURS worked by laborers or mechanics during the entire construction period. Time and a half must be paid for over 8 hours in any day or 40 hours in any work week. Minimum wage rate and fringe benefit determination must be complied with.

- 12. Make recommendations for progress payments (if requested by contractor) for work completed and/or materials on site on basis of approved schedule of estimates.
- 13. Contractors invoices must be submitted through you to Contracting Officer. Final invoice must be supported by "Release from Claims" as shown in contract.
- 14. Discuss currently with contractor any aspect of his work that is lagging and remind him of his responsibility to complete on schedule.
- 15. Assist in final inspection with EPM and PPM when work is completed; have contractor correct deficiencies; advise CO in writing of acceptability of project.
- 16. Document in log form, actions, happenings and understandings which might be useful at a later date in the event of a dispute or investigation.
- Footnote 1 All changes affecting contractual terms and conditions, such as extension of completion date, substitution of materials, change orders, etc., are vested only in the Contracting Officer and must be referred to him for action and final decision.
- If circumstances dictate that a change order is necessary you should take the following steps:
- (1) Obtain from the contractor a written proposal describing the changes and showing an itemized cost breakdown of labor, materials, profit, overhead and credits, bearing in mind the need for minimizing to the extent possible the number of changes and to assure the reasonableness of cost. (Refer to Contract General Requirements.)
- (2) Determine the availability of funds. Ordinarily change orders are charged to the same fund as the original contract. Cite the appropriation from which funds are available. Amendments, beyond the change order scope, if allowed, must be from currently available funds.
- (3) Forward proposal to this office with your recommendation and a brief explanation as to why the change is needed.
- Footnote 2 The Contracting Officer must be informed at least monthly as to progress of the work. The report may be brief but should include a statement as to whether or not in your opinion satisfactory progress is being made and if not, the reason for delay. Also take cognizance of the total estimated percentage of the construction completed as of the date of the report. Unless there is evidence of satisfactory performance and progress, we will initiate follow-up action with the contractor. Reports should be submitted by the 10th day of the

3

succeeding month. The attached Form S&E-295, "Monthly Report by Contracting Officer's Representative," should be used for keeping and submitting reports.

### IMPORTANT:

CHANGE ORDERS AND AMENDMENTS ARE COSTLY AND TIME CONSUMING. THEY MUST BE KEPT TO A MINIMUM.

Contracting Officer

**Enclosures** 



#### FINANCIAL MONITORING SYSTEM

#### A. Appropriation and Allocation of Funds

Budget Division will issue allocations of funds and provide information on Congressional directives and intent, testimony, Congressional Committee reports and general provisions of the appropriation of planning, design and construction funds for each project.

Budget Division will obtain any necessary clarification of Congressional intent, including coordination with the Administrative Services Division, and provide guidance to program/Regional officials.

The Regional Administrator, as the allocation holder for construction funds, is responsible for the control of funds. The PPM, CO or others authorizing commitments or approving obligating documents, act as agents of the Allocation Holder.

#### B. Unanticipated Funding

Budget Division will be responsible for obtaining and consolidating all available information on unanticipated funding and for reporting the information to all involved S&E units.

When unanticipated funding for construction projects is discussed during budget hearings or otherwise, Budget Division will be responsible for obtaining all information helpful in clarifying Congressional intent and providing the information to all involved S&E units.

If Congressional interest evolves on specific construction projects, Budget Division will obtain information relative to the adequacy of the funds to accomplish the Congressional intent. Budget Division will obtain this information in cooperation with subcommittee staffs.

#### C. Control and Use of Funds

The PPM, who is the WRU Holder, will be responsible for granting approval for the Regional Administrator, of any changes that impact funds authorized for the construction project.

The PPM, in cooperation with the CO, will be responsible for obtaining from Budget Division through the Regional Budget and Finance Office, Congressional intent concerning use of the construction funds and for restricting use of the funds to the specifications of the project as provided by the Congressional intent.

The PPM, in cooperation with the EPM and CO, will establish a separate contingency fund for each construction project considered sufficient for the period of construction to be used only for unanticipated changes, contractor claims, and other additional costs. The PPM will be responsible for approval of the use of such funds for the intended purposes and for the control and reporting on the status. (See report format and procedures for Financial Status of Construction Projects).

The PPM and the Regional Budget and Finance Office will be responsible for maintaining supplemental financial records and for preparing the attached financial reports on the status of each construction project.

The PPM, EPM, and CO will not authorize any changes or other modifications to a contract that requires additional funds over and above those appropriated without prior approval of the fund allocation holder such as Regional Administrator or the Regional Administrator's representative. The CO is responsible for not exceeding funds on the AD-700. The WRU holder is responsible for not issuing an AD-700 exceeding the appropriated funds.

The Accounting Services Branch, Financial Management Division, will make periodic on-site reviews, with the cooperation of the CO and Regional Budget and Finance Office, to appraise the operation and adequacy of the construction projects financial monitoring and control system. The objective of these reviews will be to assure that responsibilities are being carried out, procedures are followed and reports prepared as required.

These reviews will be made for each construction project as follows:

- One review within the first three months after the obligation has been incurred for the construction contract. Emphasis during this phase will be on adequacy of contingency funds, operation of the fund control system and reports and understanding of responsibilities for financial control.
- 2. One review within each succeeding 6 month period of construction until the last month. Emphasis during this phase will be on adequacy of the funds in relation to anticipated changes, any provision for additional funds or reprogramming actions and timeliness of financial records and reports. Special attention will be given to any reprogrammed funds and the use for the specific projects and purposes and in the amounts authorized and records and reports show status of such funds.
- One review within the last month of construction. Emphasis during this phase will be adequacy of funds, provision for contractor claims and other anticipated final changes.

Reports on reviews of the financial management and control system will include (a) summary, analysis, and evaluation of fundings on adequacy of operations of the overall Financial Monitoring System, and (b) recommendations for any needed corrective action.

Copies of the reports will be provided by the Chief, Financial Management Division, to (a) Deputy Director for Administrative Management, (b) Administrator, and (c) Regional Administrator. Information copies will be sent to PPM, Regional Administrative Officer, Administrative Services Division, and Budget Division.

Attachment

#### Fund Control Records and Procedures

Financial Status of Construction Projects - Responsibilities

#### The PPM (WRU Holder) will:

 Maintain the Construction Projects Register. Enter on the Register every transaction affecting the financial status of the project. (See sample Register and instructions.)

NOTE: The Register should be posted daily.

 Monthly, total the transactions and send a photocopy of the Register to the appropriate Regional Budget and Finance Office within 5 working days after the end of each month.

#### The Chief, Regional B&F Office will:

- For the project, maintain the Form S&E-72, List of Unreported Procurement Transactions, or pending files, and reconcile to the monthly Transaction Ledger. (Refer to S&E Directive on Maintaining Lists or Files of Unreported Procurement Transactions.)
- Prepare a monthly Financial Status of Construction Projects Report (see sample), based on the reconciled Form S&E-72 or pending files and the Construction Projects Register received from the PPM.
- 3. Submit copies of the Financial Status of Construction Projects Report to Financial Management Division, Budget Division, Administrative Services Division, and the Regional Administrator, with a copy of the Construction Projects Register, no later than 15 working days from receipt of transaction ledgers.

### The Contracting Officer (CO) will:

 Assure that no monies are obligated for which a Form S&E-72 or other such commitment documents have not been received and reviewed.

Attachment

## Instructions to Prepare the Construction Projects Register

- 1. Transaction Date Self-explanatory.
- 2. Description A brief statement of the transaction.
- Changes Would include:
  - (a) Estimated obligation amounts for Change Orders and Work Orders;
  - (b) Contingencies, e.g., Contractor's claims;
  - (c) Deletion of the estimated obligations when Change Orders and Work Orders are approved;
  - (d) Deletion of contingencies when approved or disapproved.
- 4. Funds Authorized Appropriated funds authorized for the project.
- 5. Funds Obligated Approved rated obligations.
- 6. Balance Funds Authorized less Funds Obligated and Changes.
- 7. Monthly Status All columns will be totaled monthly.

REGISTER
PROJECTS
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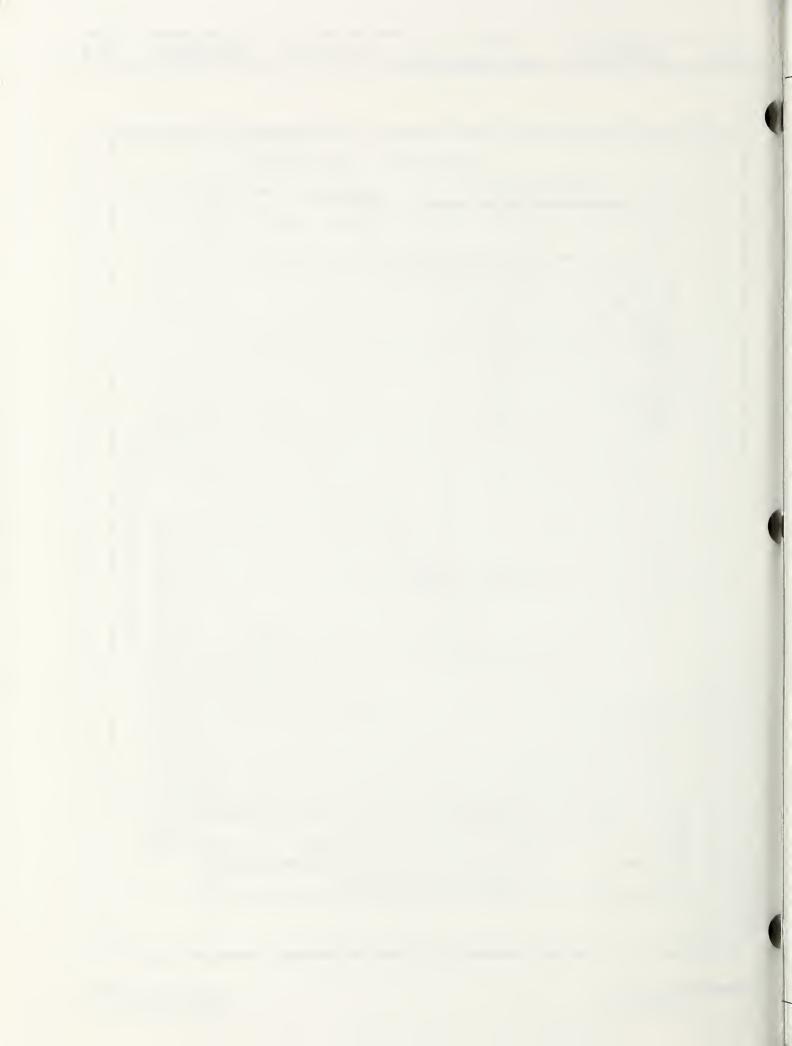
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	MODIFICATION REQUEST	REQUEST #
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### PRE-PERFORMANCE CONFERENCE

#### 1. Conference Agenda

Subsequent to completion of the in-house review of the contract requirements and the identification of all requisite support functions to be performed by the Government, a detailed agenda should be established for the pre-performance conference. In establishing this agenda, consideration should be given to the need for briefings on such matters as safety, security, and access requirements.

FPR 1-1.803-3 lists some of the matters that might be placed on the agenda. The items listed are those which tend to present the most problems for later contract administration activity such as: (1) special contractual provisions, (2) clarification of the statement of the requirements, (3) furnishing control of Government property, (4) reporting requirements, and (5) processing of change orders. These and other areas to be addressed are included on the S&E Pre-Contract Performance Conference Record, Form S&E-647.

#### 2. Conducting the Pre-Performance Conference

The CO, COR, and any other representatives should attend the conference for the Government. The contractor will normally have corresponding counterparts present. It should be made clear from the beginning that the purpose of the conference is to explain or clarify contract requirements and not to make any changes in the agreement.

To assure that all essential items are discussed, it is suggested that the S&E Form 647 be used as a checklist. Each item should be discussed to the extent necessary to assure a full understanding of the rights and responsibilities of the contracting parties.

#### 3. Clarifying Sources of Authority

If in the course of the conference it appears that a change to the contract is necessary, the extent of the change should be made clear. Only the CO is authorized to make any commitments obligating the contracting parties, including any such changes, and these commitments must be made in writing. This point should be reviewed with the contractor. Other Government personnel in attendance are to provide only information and not, generally, direction to the contractor.

Specifically the contractor should be advised of the authority of the COR and contract monitors, if any, assigned to the administration of the contract. This requirement can best be fulfilled by giving the contractor a copy of the COR designation letter and designation letters used to assign contract monitors.

The contractor should be reminded that the Government is not obligated to make any contract adjustments as a result of actions taken by either COR's or their monitors unless such action has been specifically authorized in the letter of designation or under the contract. Although such a statement could be viewed as undercutting the COR's authority, it does not. The statement is made to protect COR's against potential personal liabilities they might have to the contractor in the event the contractor takes actions or incurs costs outside the scope of the contract on the apparent authority of the COR.

During the discussion of authority, the contractor should also be told how to route correspondence: matters pertaining to the technical performance of the contract should be addressed directly to the COR, whereas matters pertaining to questions of fact on the terms and conditions of the contract must be sent directly to the CO. Unless otherwise stated in the contract, the contractor should also be asked to identify all correspondence with the applicable contract number and to cite the specific paragraph number(s) of the contract to which reference is made.

PRE-CONTRACT PERFORMANCE	CONFE	RENCE REC	ORD	CONTRACT NO.	CONTRACT AMOUNT
CONTRACTOR'S NAME & AODRESS	CONTRACTING OFFICER'S NAME			TYPE OF CONTRACT	OATE OF CONFERENCE
		AME		PRE-BID/PROPOSAL	PRE-BID/PROPOSAL
				PRE-BID/PROPDSAL	SITE VISIT CONOUCTE
				YES NO	YES NO
CONTRACTOR	CONFEREES			GOVERNMENT	
Subject (	Discussed	Reference		Remarks	
Authority of the Contracting Officer	$\Gamma'''T$				
Authority of Contracting Officer's Representative			-		
			-		
Authority of Contract Monitors			_		
Routing of correspondence					
Access clearances					
Medical certifications (if applicable)					
Contractor's Quality Control Program			7		
Contractor reports and submittal requirements	-				
Designation of project manager					
List of employees working on site					
Employee qualifications	-				
Emergency services roster  Material and equipment approval reports					
Schedule for performance of major work	<del>                                     </del>				
Report of services performed			7		
Supervision of employees					
Responsibilities of Project Manager					
Government property	-		_		
Protection of Government property					
Control requirements					
Maintenance requirements			_		
Conservation of utilities  Reporting of loss or destruction			-		
Contract Provision (Social-economic)					
Contract work hours and safety standards					
Disabled veterans					
Equal Opportunity			_		
Employment of the Handicapped Service Contract Act			$\dashv$		
Utilization of labor surplus area concerns					
Utilization of Small & Disadvantaged Business concerns					
Contract provisions use for contract administration					
Changes Disputes			-		
Inspection			_		
Key personnel					
Protection of Government bldgs., equip., and vegetation					
Payments			-		
Termination Other (apecify):			-		
SIGNATURE OF CO OR COR	DATE	sig	NATURE OF CO	TRACTOR	OATE

## WORK ORDER DEFINITION

#### SUBPART 4-18.51 CONTRACT ADMINISTRATION

4-18-5105

cannot obtain relief on the basis or ignorance of conditions of which he could have been warned by a thorough visual inspection. Unusual weather conditions are not considered differing physical conditions within the meaning of this clause.

(c) Determination of contract adjustment. Upon receipt of notice of a differing alte condition from the contractor, the contracting officer shall promptly investigate the conditions and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of any part of the work under the contract, he shall determine and make an equitable adjustment as provided in \$4-18.5107. No claim for adjustment shall be allowed unless the contractor has given written notice of the differing conditions prior to their being disturbed, unless the Government actually knew of the conditions, or where its interests were not prejudiced by failure to give notice at the time required, or where evidence is available to establish the merits of the claim.

(d) Disputes. If the contractor does not agree with the adjustment made by the contracting officer, he may so notify the contracting officer, who then shall prepare a finding of fact and make a decision, as provided in § 4-50.104 of this chapter. In accordance with the contract Disputes Clause, the contractor may appeal from the decision of the contracting officer within 30 days from the date of receipt thereof.

(e) Contract provisions for estimated quantities. (1) Where quantities of items, such as earth excavation, rock removal, etc., are estimated, consideration should be given to including in the contract a special provision establishing the point at which overruns or underruns of such estimated quantities shail be considered as entitling the Government or the contractor to an equitable adjustment in the contract price. The foliowing language is prescribed for such a provision:

#### QUANTITY VARIATIONS

(a) Where the quantity of work shown for an item in the schedule of items, including any modification thereof, is estimated, no adjustment of the contract price nor of the performance time shall be made for overruns or underruns which are within twentyfive (26) percent of the estimated quantity

of any such item.

(h) For overruns of more than twenty-five (25) percent, the Contracting Officer shall reestimate the quantity for the item, establish an equitable contract price for the overrun of more than twenty-five (25) percent, adjust contract performance time equitably, and modify the contract in writing accordingly; this clause to thereafter be applicable to the total reestimated item quantity.

(c) For underruns of more than twenty-five (25) percent, the Contracting Officer shall determine the quantity for the item, establish an equitable contract price therefor, adjust contract performance time equitably, and modify the contract in writing accordingly.

Additional language may be included limiting application of the provision to major items in the contract.

#### § 4-18.5105 Work orders.

The term "work orders" is used for a variety of actions which are within the general scope of the contract, but which do not increase or decrease the amount due under the contract or the time required for its performance. Any situation involving a "Change" or "Differing Site Conditions," as described in §§ 4-18.5103 and 4-18.5104, requires a change order signed by the contracting officer whether or not there is a change in the contract amount or time of performance. Work orders would be used for any situation where it is advisable to direct the contractor in writing to fulfili some contract requirement in a specific way, such as when he ignores verbal directions, or to order performance of work for which a contingent sum is set up in the schedule of items of work and which is not covered by the notice to proceed, or to establish specifications for portions of work which the contract provides shall be at the direction of the engineer, etc. Work orders are a part of the official actions under a contract and as such are to be retained as a part of the contract flie.

AGRICULTURE PROCUREMENT REGULATIONS
AMENDMENT NO. 17 DECEMBER 1968 AG-1873

